

THE Book of Vouchers,

To prove the

CASE and DEFENCE

OF THE

DEPUTY GOVERNOUR

AND

DIRECTORS

OF THE

COMPANY of Mine-Adventurers.

By SIR HUMPHREY MACKWORTH.

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LONDON.

Printed in the Year 1710.

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*Note, All the Orders set forth in this Book, have been Copied from the Ori-
ginals, in the Custody of Paul Jodrell, Esq; and have been examin'd and sign'd
by Mr. Ed. Lowe and his Clerks, who have also made Affidavit, that the same
are true Copies, to the best of their Knowledge and Belief.*



A TRANSCRIPT of the Deeds, Affidavits, Certificates, and other Proofs, taken in Justification of the Proceedings of the Deputy-Governor and Directors of the Mine-Adventurers of England.

THE Original Settlements and Charter of the Mine-Adventurers, are Inroll'd in Chancery, and the material Parts thereof are as followeth, viz.

This Indenture Quadrupartite, made the Third Day of August, in the Tenth Year of the Reign of our Sovereign Lord, WILLIAM III. by the Grace of God, over England, Scotland, France and Ireland, King, Defender of the Faith, &c. And in the Year of our Lord God, One Thousand Six Hundred Ninety and Eight, Between the most Noble his Grace the Duke of Leeds, the Right Honourable the Marquess of Carmarthen, the Right Honourable Pawlett, Earl of Bullingbrook, the Right Honourable James Lord Viscount Landsborough, the Right Honourable William Lord Digby, the Honourable Sir Humphry Edwin, Kt. Lord Mayor of London, the Honourable Hatton Compton of Grindon in the County of Northampton, Esq; Dame Anne Cholmley of Whitby in the County of York, Widow, Mary Cholmley of Whitby in the said County of York, Widow, Bridget Peshall of the City of Westminster, Spinster, Jane Bickerstaffe of Wildernes in the County of Kent, Spinster, Anne Hill of London, Widow, Elizabeth Lloyd of Greenwich, in the County of Kent, Widow, Elizabeth Lloyd of Greenwich, aforesaid, Spinster, Lucy Wroights of St. Margaret's Westminster, Spinster, Sir John Pryse of Newtowne in the County of Mountgomery Bar. Sir John Morden of London Bar. Sir Charles Bickerstaffe of Seale in the County of Kent, Kt. Sir Christopher Wren of Whitehall, Kt. Sir Paul Whitcote of Middlesex, Knight and Baronet, Henry Farmer of Eston in the County of Northampton, Esq; William Powell of Nanteos in the County of Cardigan, Esq; Edward Nicholas of Whitehall, Esq; Philip Bickerstaffe of Chirton in the County of Northumberland, Esq; Arthur Moor of London, Esq; Henry Lloyd of the Inner-Temple, London, Esq; John Meyricke of the Middle-Temple, London, Esq; James Blake of London, Merchant, William Freeman of Landowne in the County of Kent, Esq; Samuel Trotman of Bloomsbury-Square in the County of Middlesex, Esq; William Nicholas of London, Merchant, Joseph Short of the Parish of Clarksnewell in the County of Middlesex, Esq; Richard Stephens of the Middle-Temple, London, Esq; George London of The Royal Gardens, Esq; Henry Simmons of Hampton-Court in the County of Middlesex, Esq; Henry Grove of Cripplegate, London, Blacksmith, John Woodhouse of Deans-Tard in the City of Westminster, Esq; John Oldbury of London, Merchant, Thomas Phipps of London, Mercer, Paul Dominique of London, Merchant, Whitfield Hayter of London, Goldsmith, Anthony Forty of London, Merchant, William Woolley of London, Merchant-Taylor, Thomas Phipps, Junior of London, Gent. Richard Chancey of London, Mercer, Richard Curtis of London, Gent. Thomas Frederick of London, Esq; Gabriel Glover of London, Ironmonger, John Glover of London, Merchant, Thomas Jere of London, Fishmonger, John Thrale of London, Merchant, Nathaniel Troughton of London, Upholsterer, John Newland of Eltham in the County of Kent, Farmer, John Preston of London, Gent. Edward Grace of Winchester in the County of Southampton, Gent. John Hayward of London, Tyler and Bricklayer, James Hallett of London, Goldsmith, Thomas Houghton of the Parish of Shoreditch, London, Clerke, Benjamin Rawlins of the Six-Clerks-Office in Chancery-Lane in the County of Middlesex, Gent. William Stubbs of London, Shipwright, and Christopher Smith of Clifford's-Inn in the County of Middlesex, Gent. of the First Part.

The Parties Names.

Of the First Part.

Of the Second Part.

Of the Third Part.

and Of the Fourth Part.

A Recital of the First Deed of Co-partnership made by Sir Carbery Pryse, 1. Jan. 1690.

Thomas Done of Lincolns-Inn-Fields in the County of Middlesex, Esq; Richard Hore of London, Goldsmith, Robert Fowles of London, Goldsmith, and Nicholas Baker of London, Gent. of the Second Part.

Sir Humphry Mackworth late of the Middle-Temple, London, and now of Lincolns-Inn in the County of Middlesex. Kt. and Edward Pryse of Gogarthan in the County of Cardigan, Esq; of the Third Part.

And Sir Joseph Hern of London, Kt. Sir William Hedges of London, Kt. Sir Thomas Vernon of London, Kt. and Thomas Pitt of Little Lincolns-Inn-Fields in the County of Middlesex, Esq; of the Fourth Part.

Whereas by One Indenture bearing Date the First Day of January, in the Year of our Lord, One Thousand Six Hundred and Ninety, and made between Sir Carbery Pryse of Gogarthan aforesaid, Baronet, since deceased, of the one Part, and the Right Honourable Peregrine Osborne, then Earl of Danby, Son and Heir Apparent of the Right Honourable his Grace the Duke of Leeds, the said Sir Charles Bickerstaffe, and Sir Humphrey Edwin, Sir Stephen Evans of London Knight, the said Philip Bickerstaffe, and William Powel, William Scawen of London, Merchant, and the said Edward Pryse by the Name of Edward Pryse of Lanvread in the said County of Cardigan, Gent. of the other Part.

He the said Sir Carbery Pryse reciting that he had the Inheritance of the Lordship of Lanvihangell Generglyn, in the said County of Cardigan, and of all Wafts and Commons thereunto belonging, and amongst others of Bulchyr Esgairhyr, being part of the said Lordship, wherein certain Mines were then found, the Management of which required great Skill and Expence, and that therefore the said Sir Carbery had determined to take Sharers and Partners in the said Mines.

A

And

And having thereby divided and made Twenty Four Shares in the said Mines, and agreed that the said Mines in Shares should extend Twelve Hundred Yards in length, from the Place where the Work was first began within Twelve Months then last past, which was then the great Work they were working in *Bwlchyr Esgairhyr*, and Two Hundred Yards in Breadth, did thereby Covenant and Agree with the said Persons before named upon a Co-partnership and Joint-dealing in the said Mines for the Term therein mentioned. And he the said Sir Carbery did thereby farther Covenant and Agree that the said *Peregrine Osborne* Earl of Danby, Sir *Charles Bickerstaffe*, Sir *Humphry Edwin*, Sir *Stephen Evans*, *Philip Bickerstaffe*, *William Powell*, *William Scawen*, and *Edward Pryse* should peaceably and quietly enjoy Twelve Shares thereof, during the said Term, in such Proportion as is therein mentioned, reserving the other Twelve Shares thereof to himself. And the said *Edward Pryse* reciting that he was to have an Interest in Reversion or Remainder in the said Place and Mines, called, *Bwlchyr Esgairhyr*, if the said Sir Carbery died without Issue, he the said *Edward Pryse* did thereby Covenant and Agree to and with the said Earl of Danby, and the said other Partners, at their or any of their Requests, to Confirm all and singular the Grants, Articles, Covenants and Agreements made by the said Sir Carbery, in and by the said Indenture, for, touching and concerning the said Mines and Oar, as by the said Indenture duly executed by all the said Parties, Relation being thereto had, amongst other things may fully and at large Appear.

A Recital of the second Deed, Dated 1 July, 1693. whereby Sir Carbery and Partners did grant and Assign over the Mines to Sir Francis Lawley, Tho. Done, Richard Hore, Rob. Fowles, and Nicholas Baker, in Trust, &c.

The Mines divided into 4008 equal Parts.

The Original Term.

The Transfer-Book.

No Person to have any Vote or Dividend, &c. until a Transfer made unto him, and the same be by him accepted upon the Transfer-Book under the Constitutions herein set forth. The Management of the Mines, by a General Meeting and a Private Committee.

Power to raise Money for a Stock.

And whereas by one other Indenture made the First Day of July, in the Year of our Lord One Thousand Six Hundred Ninety and Three, between the said Sir Carbery Pryse, *Peregrine Osborne*, Earl of Danby, Sir *Charles Bickerstaffe*, Sir *Humphry Edwin*, *Philip Bickerstaffe*, *William Powell*, and *Edward Pryse* of the one Part; and Sir *Francis Lawley* of *Spoonhill* in the County of *Salop*, Baronet, *Thomas Done* of *Lincolns-Inn-Fields* in the County of *Middlesex*, Esq; *Richard Hore* of *London*, Goldsmith, *Robert Fowles* of *London*, Goldsmith, and *Nicholas Baker* of *London*, Gent. of the other Part; Reciting the said former Indenture of Co-partnership, to the Effect above-mentioned, and setting forth that the said Sir *Stephen Evans* had assigned his Shares in the said Mines to the said *William Powell*; And likewise that the said *William Scawen* had assigned his Interest therein to the said Sir *Humphry Edwin*.

And that they did find that the said Mines would be of extraordinary Advantage if the same were duly Managed, and a Vent found for the Product thereof, which could not be unless a greater number of Persons were concerned in Interest together with them the said Parties, and for that purpose, and for the Improving and better carrying on of the said Mines, and for raising the Sum of Four thousand and eight Pounds of current Money of England, as a Joint-Stock to be employed therein, they the said Parties had divided the Interest of and in the said Mines and Stock, and all Houses, Buildings, Tenements, Hereditaments, Engines and Materials whatsoever belonging to, used or employed in and about the said Mines, for and during all the remainder of the said Term then to come and unexpired, into Four thousand and eight equal Parts or Shares, whereof the said Sir Carbery was to have Two thousand and four Shares, the said Earl of Danby Three hundred thirty four Shares, the said Sir *Charles Bickerstaffe* Three hundred thirty four Shares, the said Sir *Humphry Edwin* Five hundred and one Shares, the said *Philip Bickerstaffe* Three hundred thirty four Shares, the said *William Powell* Three hundred thirty four Shares, and the said *Edward Pryse* One hundred sixty seven Shares.

And did thereby Grant, Bargain, Sell, Assign, and Set over All and Singular the said Mines and Premises to the said Sir *Francis Lawley*, *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, their Executors, Administrators and Assigns [except the Ore then raised before the Date of the said Indenture] for and during the full End and Term of Twenty two Years and a half then next ensuing and fully to be complete and ended, upon the several Trusts and Confidences therein particularly set forth and expressed.

And, amongst other things, it was thereby agreed, That a Transfer-Book should be provided, for Assigning and Transferring of Shares from one of the said Partners to another, in manner and form as is therein set forth, and that on such Assignments, Transfers and Acceptances so made as aforesaid, in the said Transfer-Book, subject to the Management and Agreements therein contained, The Person and Persons to whom the same should from time to time be Assigned and Transferred as aforesaid, should be thereby entitled to so many Shares of the said Mines, Stock and Undertaking during the said Term of Twenty two Years and a Half as aforesaid.

And that no Person or Persons whatsoever should have any Vote in the said Meetings, or have any Dividend or Payment of any Money out of the said Mines, Stock and Premises for or by reason of any Right, Title, Interest, Claim, or Demand that he or they have, hath, or could or might have, or claim or pretend to have in or to the same, unless such Persons should have an actual Transfer made unto him and them of such Interest in the said Transfer-Book, and the same be by him or them there accepted as aforesaid, any thing to the contrary thereof in any wise notwithstanding: And that no Person or Persons whatsoever should be suffered to make any Transfer in the said Book as aforesaid, until he or they had or should perform, comply with, accomplish and fulfil all such Orders and Rules as should be thentofore made by the Private and General Meetings as aforesaid.

And that the said Mines, Stock and Premises should be Managed, Ordered, and Governed as well by a Committee or private Meeting, which should consist of a Chairman or his Deputy, and Twelve Assistants; as also by a General Meeting which should consist of a Chairman or his Deputy, and such of the rest of the Persons who should be Proprietors, or concerned in Interest in the said Mines, who should think fit to attend the same, and who should be capable of Voting according to the Agreement therein; [that is to say] That the said Assistants should be Yearly chosen in and by General Meetings, out of the Persons who should be concerned in Interest in the said Mines; and that every Person who should be Interested in the said Mines, and should have Ten or more Shares of the said Four thousand and eight Shares, should have one Vote in General Meetings for every Ten Shares he should have in the said Mines, and no Person that should have less than Ten Shares should have any Vote in the said General Meetings, and no Person to be capable of being chosen an Assistant in the said Committee, unless he should have at the time of his being Chosen, Twenty Shares or more of the said Four thousand and eight Shares in the said Mines.

And whereas it was thereby farther provided, That such of the said Proprietors who should be present at such General Meetings, should or might raise such Moneys as they should think necessary



necessary for the Carrying on and Working of the said Mines, and Managing the said Undertaking; and that not only such Persons as should be Proprietors, but their and Every of their Shares of the said Four thousand and eight, should stand and be severally Charged and liable for the Payment of their respective Parts and Proportions thereof, as is therein set forth.

And further, That the said Sir *Cathery Pryse* during his Life, and after his Decease, such of their Person or Persons who should be seized of the Inheritance of the said Mines, or his or their Deputy, should preside and be perpetual Chairman, as well in the said Committee or Private Meeting as General Meeting, whilst he or they should have One hundred Shares in the said Mines, Stock and Premises, according to the Division aforesaid: And that he and they should from time to time have full power to make such Deputy and Deputies as he or they should think fit (so that there be but one Deputy at a time) to Act in his or their Absence, which said Deputy should have full Power to Act in all things, as he or they had by Virtue of the said recited Indenture: And that he and they should from time to time, during the said Term, have the Nomination and Appointment of all Officers and Agents, which nevertheless should be liable to the Censure of General Meetings, and for Breach of Trust be by them turned out if thought fit.

And whereas the said Mines are at the time of the Sealing and Executing of these Presents divided into Four Thousand and Eight Shares as aforesaid, whereof the most Noble his Grace the Duke of Leeds hath and is Intituled to One hundred forty two Shares; the said Marquiss of Carmarthen hath and is Intituled to One hundred forty two Shares; the said Pawlet, Earl of Bullingbrooke, hath and is Intituled to Twenty Shares; the said James Lord Viscount Landsborough, hath and is Intituled to Fifteen Shares; the said William Lord Digby, hath and is Intituled to Ten Shares; the said Sir *Humphry Edwin*, hath and is Intituled to Seventy-six Shares, the said *Hatton Campton*, hath and is Intituled to One and Thirty Shares, &c.

And whereas the said Mines have hitherto been unprofitable to the Owners, for want of a Stock, and of a good Constitution for the Management thereof; and by reason of unhappy Differences and Law-Suits among the Partners, and Five Years of the said Term granted by the said Sir *Cathery Pryse* is expired, and considerable Sums of Money are owing to several Officers, Agents and Stewards, Miners and Labourers, and to several other Person and Persons, and are chargeable upon the said Mines; All which hath hitherto discouraged the Partners from raising of a Stock. And forasmuch as the said Partners do now labour under great Difficulties and Disadvantages in these and other respects.

And whereas the said Sir *Humphry Mackworth* taking the Premises into serious Consideration; and to the end that the said Mineral Works may be set on work, and carried on to the best Advantage, hath acquainted the said Partners, that within six Days after the Execution of these Presents (whereby it is intended the said Trustees and Partners shall Assign and Transfer the said Mines and Premises unto the said Sir *Joseph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, for and during the residue of the said Term of Two and twenty Years and an Half yet to come and unexpired) (under the Trust and Management herein after mentioned and expressed.) He, the said Sir *Humphry Mackworth* will propose and open to the said present Partners an Expedient for clearing all the Debts wherewith the said Mines now stand charged, and for raising the Sum of Twenty thousand Pounds for a Stock for carrying on the Working of the said Mines, without any Premium or Repayment of either Principal or Interest, and for paying or securing to such of the said Partners as shall be unwilling again to become Adventurers with the said Sir *Humphry Mackworth*, under such Proposals as he shall make, the Sum of Twenty Pounds for every Share they now respectively have in the said Mines.

And for as much as it is intended that the said Partners and their Assignees, who shall become Adventurers with the said Sir *Humphry Mackworth*, under such Proposals as he shall make, shall be thereby delivered from an Arbitrary Management of the said Mines, and have the Benefit of an equal and fair Constitution; And also have Five Years added to their Term, which is computed by the present Steward of the said Mines to be worth, in Reversion, after the Expiration of the said Term in being, several Hundred thousand Pounds.

And whereas it is thereby intended, That a Stock of Twenty Thousand Pounds, clear of all Debts paid and discharged, shall be raised, whereby the Interest of the said Mines and Premises will be advanced to Five times the Value they were before.

And forasmuch as the said Sir *Humphry Mackworth* doth not require or insist upon any other Consideration for the Premises, but only liberty of distributing a moderate Share thereof to Charitable Uses, whereof One Moiety will issue out of his own and Friends Interest and Shares, as an Humble Acknowledgment to Almighty God for the Great and Wonderful Deliverance of him and his Friends at Sea: All which is held reasonable by all the said Partners.

To the end therefore that the said Proposal may be put in Execution, all Differences between the said Partners be composed, all Debts and Salaries paid and discharged, a Stock of Twenty Thousand Pounds raised, and the said Sir *Humphry Mackworth* enabled to establish and settle the several Charities herein and in the said intended Proposal to be mentioned and set forth.

Now this Indenture witnesseth, That the said *Thomas Done*, *Richard Hore*, *Robert Fowler*, *Nicholas Baker*, (who are the surviving Trustees in the said last recited Indenture mentioned) by the Directions, and by and with the Consent of all the said Parties above-mentioned, and of the Chair-Man and Committee for the management of the said Mines as aforesaid, Testified by their being Parties to these Presents. And they the said Partners, and every of them (as far as in him and them lies) and for and in Consideration of the Sum of Five Shillings to them and every of them in Hand paid, the Receipt whereof they and every of them do hereby acknowledge, Have Given, Granted, Assigned, Transferred, and Set over, and by these Presents do Give, Grant, Assign, Transfer, and Set over unto the said Sir *Joseph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, All and Singular the said Mines, Ores, Minerals, and Premises, and all the Liberties, Authorities, and Privileges, and all other things thereunto belonging; And also all Houses and Buildings, Tenements, Hereditaments, Engines, Iron Chests, Materials and Utensils whatsoever, belonging to, used or employed in or about the said Mines and Undertaking, and all other the Premises aforesaid, and all and every of their Estate, Right, Title and Interest, Property, Claim, and Demand whatsoever, both at Law and in Equity, of, into, or out of the same hereby above Granted, Bargained, Transferred, and Assigned Premises with the Appurtenances, or

meant, mentioned, or intended to be hereby Granted, Bargained, Transferred, and Assigned as aforesaid. To have and to hold all and singular the said Mines, Ores, Minerals and Premises, with the Appurtenances unto the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of Twenty Two Years and an half yet to come and unexpired, under the Trusts, Conditions and Limitations, and to the several Uses, Intents, and Purposes herein after mentioned and set forth.

Edward Pryse
Grants a far-
ther Term of
Five Years to
the new Tru-
tees.

And the said Edward Pryse, for, and in Consideration of the Sum of Five Shillings to him in Hand paid, the Receipt whereof he doth hereby acknowledge, and for divers other good Causes and valuable Considerations him thereunto moving; and by and with the Directions and Consent of the said Sir Humphry Mackworth, testified by his being a Party to these Presents, hath Given, Granted, Assigned, Transferred and Set over, and by these Presents doth Give, Grant, Assign, Transfer and Set over unto the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, All, and singular the said Mines, Ores, Minerals and Premises hereby Granted, Transferred, and Assigned, or Meant, Mentioned, or Intended to be hereby Granted, Transferred, and Assigned, with the Appurtenances, unto the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, for and during the farther Term of Five Years, to Commence immediately from and after the End or other Determination of the said Term of Twenty Two Years and an half above mentioned, and fully to be compleat and ended, under the several and respective Trusts and Confidences, and under the several Conditions and Limitations, and to the several Uses, Intents and Purposes herein after set forth.

And it is hereby Declared and Agreed by and between all the said Parties to these Presents, That in case the said Proposal, to be made by the said Sir Humphry Mackworth, shall be accepted by the Partners or any of them, and they or any of them shall become Adventurers with the said Sir Humphry Mackworth, in such Proposal to be made, and the same shall take Effect.

That then for the more certain Regulation, and for the quiet and better Management and Government of the said Mines, Stock and Premises, and of all other Matters and Things relating to the same, and to the Intent that no Difference may hereafter arise amongst the Persons who shall be interested in the said Mines, Stock and Premises, the same from time to time shall be Managed, Ordered and Governed during the said Term of Twenty Two Years and an half, and the said farther Term of Five Years, by the Proprietors thereof and their Assigns (who shall be Intituled to the Premises above-mentioned) in such General Meetings, or Courts, Particular Meetings, or Grand Committees, Private Meetings, or Select Committees, and under such Conditions and Restrictions, and in such Manner and Form as is herein after set forth and declared (that is to say) And first it is Declared and Agreed by and between all the said Parties to these Presents, That the most Noble his Grace the Duke of Leeds shall and may, and is hereby humbly desired, to Preside and be Governor and Chairman of the said Company, of and in all the said General Meetings, Grand Committees, and Select Committees herein mentioned, for and during the said several Terms of Years above mentioned, in Case his Grace the said Duke of Leeds shall happen so long to live; And from and after his Decease, That then the said Sir Humphry Mackworth shall and may Preside and be Chairman of and in the said several Meetings, during the said Terms of Years above-mentioned, in Case he shall happen so long to live. And also that the said Sir Humphry Mackworth shall and may in the mean time, and in the Absence of his Grace the said Duke of Leeds, be Deputy Chairman of and in the said several Meetings and Committees aforesaid, for and during the Natural Life of his Grace the said Duke of Leeds.

And farther, That such Persons who shall be Proprietors of, or Intituled to Three Shares or more of the said Stock, Mines and Premises, or the Profits or Proceeds thereof, as aforesaid, shall and may, at such Time and Place as the said Chair-Man for the Time being shall appoint, within the Space of Twenty Days next after the said Proposal shall be made, accomplished and take Effect, and at such other Time and Times, Place and Places, as is herein after mentioned and directed (either by themselves or their Deputy or Proxy thereunto sufficiently Authorized under their Respective Hands and Seals) generally Assemble and meet together by Ten of the Clock in the Morning, and then and there, by Plurality of Votes [that is to say] every Person who shall have Three Shares shall have One Vote; and no Person whatsoever shall have above one Vote, tho' he shall have ever so many Shares; Except the Chair-Man for the time being, or his Deputy as aforesaid, who shall have a casting Vote, if occasion be, over and above his own single Vote as aforesaid.

They the said Proprietors shall and may in the Absence of the said most Noble his Grace the Duke of Leeds, and the said Sir Humphry Mackworth, Elect and Constitute one of the said Proprietors, having Twenty or more Shares in his own Right, to be Chair-Man of the said General Meeting for the Time being.

And afterwards shall and may Elect and Constitute one Person to be Book-Keeper and Cash-keeper, and one other Skilful Person to be Manager and Director of the said Mines and Mineral Works in the said County of Cardigan; And also one other Person to be Stock-Keeper and Pay-master to the Miners and Labourers to be employed in and about the said Mines, and shall allow every such Officer and Agent such Salary and Salaries respectively, as they or the major part of them shall think fit.

And also shall and may Elect and Constitute Twelve Persons besides the said Chair-Man, whereof each of them shall have Twenty or more Shares in the said Mines and Premises in their own Right, to be a select Committee for the better Management of the said Mines, with such Powers and Authorities as is herein after set forth, for and during the Space of one whole Year then next ensuing, and until another Committee shall be chosen in their stead, in Manner and Form as is herein after directed and expressed.

And it shall and may be lawful to and for the said Proprietors, who shall be present at such General Meeting, or such of them as shall have the Majority of Votes as aforesaid, from time to time, and at all times hereafter, during the said several and respective Terms, to Settle and Establish any Rule, Order, or Method whatsoever among the said Proprietors, for the better Government and Management of the said Mines, Stock, and Premises as they shall think fit, provided the same be not Repugnant to, or Inconsistent with the Laws of this Realm, nor any wise prejudicial to the

* The Beginning
of the New
Constitution for
the Manage-
ment of the
Mines.

* By General
Meetings,
Grand Com-
mittees, and
Private Com-
mittees.

* His Grace the
Duke of Leeds
Governor of the
Company.

* Sir Humphry
Mackworth
Deputy to his
Grace.

* Every Person
who hath Three
Shares hath
One Vote in a
General Meet-
ing.

* Either by him-
self or by his
Deputy or
Proxy.

but
No Person is to
have more than
One Vote, tho'
he hath ever
so many Shares.

Except the
Chair-Man by
his casting Vote.

* In the Absence
of his Grace and
Sir H. Mack-

worth, the
Chair-Man is
to be Electd;

* And one Person
to be Book-keeper
and Cash-keeper.

* And one other
to be Manager
and Director of
the Mines;

* And one other
to be Paymaster
to the Miners.

* And are to
Ascertain their
Salaries;

* And to Elect
12 Persons be-

sides the Chair-
man to be a se-
lect Committee.

* The Power of
a General Meet-
ing to alter Fun-
damentals, &c.

the Right, Title, or Interest of any other Proprietors of the said Mines and Premises, contrary to the true intent and meaning of these Presents.

And it is hereby farther declared, That the said Select Committee so from time to time by The Private Majority of Votes as is herein mentioned, Elected and Constituted as aforesaid, shall and may or Select Committee from time to time, and at all times hereafter, in the absence of the said most Noble his Grace the Duke of Leeds, and the said Sir Humphry Mackworth as aforesaid, Elect and Constitute one of the said Committee to be their Chair-Man for the time being, and shall and may privately meet once in every Week or oftner (as occasion shall be) and at such place as shall be from May meet every time to time appointed by the Majority of the said select Committee; And at every such private Week, or oftner, Meeting the said Chair-Man and his Deputy shall have a Casting Vote over and above his single Vote if occasion. as one of the said Committee, in case the Votes of the said Committee shall be equally divided, but that no Person of the said Committee, (except the said Chair-Man by his Casting Vote as aforesaid,) shall have any more Votes than one Vote, on any Pretence or Account whatsoever, nor any Person shall be capable of being Elected one of the said Select Committee who shall be Trustee, Deputy, or Proxy as aforesaid, and shall not then have Twenty Shares of the said Mines and Premises in his own Right, and make a voluntary Affidavit thereof before a Master in Chancery (if required) by the Chair-Man or any Six of the said Partners: And in case any Person or Persons of the said private Committee shall Sell and Transfer his or their Shares in the said Mines and Premises to any other Person or Persons, that then and from thenceforth every such Person and Persons so Transferring their Shares as aforesaid, shall cease to be of the said Select Committee, and shall have no Vote in the Management of the said Stock, Mines and Premises, and that another shall or may be Chosen in his or their Rooms or Places in Manner and Form as aforesaid.

No Person to have more than one Vote. No Deputy or Proxy to be of the said Committee, or any who hath less than Twenty Shares.

And it is hereby declared, That the said Select Committee, or any Five of them then present, together with the Chair-Man for the time being, or his said Deputy as aforesaid, shall and may by Majority of Votes as aforesaid, Transact and do all Matters and Things relating to the said Mines, Stock and Premises, which they or the major part of them then present shall judge to be for the general Good, and best Advantage of the said Proprietors in general, and which is not otherwise directed by these Presents.

The Power of the Private or Select Committee, or any of them, besides the Chair Man.

Provided always, And it is hereby Covenanted, Declared and Agreed by and between all the said Parties to these Presents, That all and every the said Mines and Premises, with the Appurtenances above hereby Granted, Bargained or Assigned, or meant, mentioned or intended to be hereby Granted, Bargained or Assigned, are hereby declared to be Granted, Bargained and Assigned to the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns upon the several Trusts and Confidences, and to the several Uses, Intents and Purposes, and under the several Conditions and Limitations herein after mentioned and set forth; [that is to say,]

That the Mines are granted to the New Trustees upon Trust.

That if the said Sir Humphry Mackworth shall at any time within the space of Twenty Days next ensuing the Date hereof, or within the space of six Days next after the Sealing and Delivery of these Presents by the Parties above mentioned, and every of them, propose and open to the said Partners or such of them as shall appear at a General Meeting, an Expedient for clearing and satisfying all the Debts wherewith the said Mines now stand charged, and for Raising the said Twenty Thousand Pounds for a Stock for carrying on the Works of the said Mines, without any Premium or Repayment of either Principal or Interest, to the Intent that the said Partners may become Adventurers with him in such new Method as shall be so proposed for the Purposes aforesaid, in proportion to their several Interests and Shares they now have in the said Mines, or so many of them as shall think fit to become Adventurers with the said Sir Humphry Mackworth; And shall at any time before the First Day of August next ensuing the Date of these Presents, pay or cause to be paid to such of the said Partners, who shall within the space of six Days next after the said Proposal shall be made and opened by the said Sir Humphry Mackworth to the said Partners as aforesaid, declare that they will not engage with the said Sir Humphry Mackworth according to such Proposal, but will under their Hands and Seals Release and Relinquish their Shares and Interests in the said Mines, Ten Pounds for every Share of such Person who shall so Relinquish their Shares and Interest therein within the time aforesaid. [The Intent of these Presents being, That it shall be at the Election of the said Partners and every of them, either to become Adventurer or Adventurers with the said Sir Humphry Mackworth according to the intended Proposal, or to Relinquish their Shares in the said Mines for Ten Pounds per Share within the time aforesaid, and Ten Pounds per Share to be secured as hereafter is mentioned, which Election every of the said Partners shall make within the space of Ten Days next after such proposal so as aforesaid shall be made,] that then and in such Case the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, shall and will stand Possessed and Intrusted with the said Mines.

The Declaration thereof.

The Partners have 10 days after the Proposal made to Elect whether they will take 10 l. in Money, and 10 l. per Share on the Credit of the Mines; or else become Adventurers again under a New Constitution.

In trust out of the clear Profits that shall be made by and from the said Mines, to pay to every such of the said Partners, who shall in Manner aforesaid, relinquish their Shares in the said Mines, the farther Sum of Ten Pounds for every Share so to be Relinquished, and so Charged, shall and will permit and suffer the said Sir Humphry Mackworth, and such other Person or Persons, his and their Assignee and Assignees, to be made in Manner as herein is directed, and in such Proportion, Manner and Form, as the said Sir Humphry Mackworth under his Hand and Seal shall direct and appoint from time to time, and at all times hereafter, during the said several and respective Terms of Years above-mentioned, and according to and in such manner as shall be contained in such Proposal as shall be made by the said Sir Humphry Mackworth, pursuant to the Agreements herein contained, to manage the said Mines and Premises, and to enjoy the Profits thereof [and to dispose of the Ore now raised out of the said Mines] to his and their own proper Use and Uses, and to such other Use and Uses as the said Sir Humphry Mackworth shall under his Hand and Seal limit and appoint according to the Constitution above set forth, and to the true Intent and Meaning of these Presents, and such Proposition as shall be so made by the said Sir Humphry Mackworth as aforesaid.

And it is hereby farther Declared and Agreed, by and between all the said Parties to these Presents, and every of them, that nothing herein contained shall be Construed to extend or enlarge the Limits and Boundaries of the said Mines; which are Twelve hundred Yards in length, from the first great Shaft where the work was first begun in Bwlchyr Esgairhyr towards the East, and

The Limits and Boundaries of the Mines declared and established.

and Two hundred Yards in Breadth, and no more, as in the said first recited Indenture is set forth; And that the said Boundaries shall be, and are hereby settled and established, according to the present Limits and Boundaries of the said Mines, well known, and heard, and set out by the said George London, Tobias Creamer late of Eyme in the County of Darby, Esq; deceased, and William Waller of Kavongwyn in the said County of Cardigan, Gent. or some of them. And as to all Mines and Minerals, of what Nature or Kind soever, lying and being, and already discovered, or which shall hereafter happen to be discovered in or under any other Lands or Tenements within the said Lordship of Geneglyn in the Parish of Lanvychangell Geneglyn in the said County of Cardigan, out of the Mears and Boundaries aforesaid, It is hereby agreed, by and between all the said Parties to these Presents, That the said Edward Pryse, and Sir Humphry Mackworth, his and their Assigns respectively, shall and may peaceably and quietly have, hold, and enjoy the same, according to their several and respective Interests therein, without the Lett, Suit, or Interruption of all, or any the said Parties to these Presents, or any other Person or Persons Claiming by, from, or under them, or any of them.

With a Liberty of making Levels, &c. to drain the Water from the same.

Provided always, And the said Edward Pryse doth hereby Covenant, Grant, and Agree, to and with the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns. And it is the true intent and meaning of all the said Parties to these Presents, That it shall and may be lawful, to and for the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, and to and for the said Proprietors of the said Mines, and their Assigns, for the time being as aforesaid, and every of them, his and their Agents, Miners and Workmen, from time to time, and at all times hereafter, to make and drive any Levell, Adit, or Sougth to the said Mines in Partnership, or any of them, in order to drain the Water from the same, through any other the Lands and Tenements of the said Edward Pryse, in the said County of Cardigan, but not to Have, Claim or Demand any Mine, Oar, or Mineral whatsoever, in any Lands or Tenements within the said Lordship of Geneglyn, out of the said Limits and Boundaries aforesaid.

Proviso and Agreement to make all void to those Partners who do not Seal before the last of this Month.

Provided always, That all and every the said Partner and Partners, who shall refuse or neglect to Sign, Seal, and Execute this present Indenture, before the last day of this Instant August, or such other time as he the said Sir Humphry Mackworth shall under his Hand and Seal limit and appoint, or shall refuse or neglect to make his and their Election within the time aforesaid; or such other time as the said Sir Humphry Mackworth shall under his Hand and Seal limit and appoint, either to become Adventurer or Adventurers with the said Sir Humphry Mackworth, according to the said intended Proposal; or to relinquish their shares in the said Mines for Twenty Pounds per Share, to be paid and secured as aforesaid, shall be, and are hereby excluded from all, and all manner of Benefit and Advantages hereby granted to the said Partners or any of them as aforesaid. And as to such Partner or Partners so refusing, or neglecting to Seal and Execute these Presents, and make their Election within the time aforesaid, these Presents, and every Grant and Clause herein shall be void and of no effect to all intents and purposes whatsoever. And all and singular the Agreements in the said recited Deeds and Settlements, and in all former Settlements relating to the said Mines contained, shall be in full force and vertue against them and every of them, as if these Presents had never been had nor made.

And to Assess them 40 s. per Share towards a Stock.

And that all and every such Partner and Partners so refusing to execute these Presents, and make their Election within the time aforesaid, shall be, and is hereby Rated, Charged, and Assessed, towards the raising of a Stock to carry on the said Mineral Works Forty Shillings, for every share to them severally and respectively belonging, as aforesaid, to be paid to the said Committee of the said Mines, for the time being, for the use aforesaid, at the House of Francis Pigott, Gentleman, in Durham-Court, in Great Trinity-Lane, London, on the 29th day of September, next ensuing the Date of these Presents, according to the Power for that purpose reserved in and by the said Second recited Settlement, in manner aforesaid.

And in default of payment, to foreclose them from their Shares.

And in default of Payment thereof, by them or any of them, at the time and place aforesaid, It is hereby declared and agreed, by and between all the said Parties to these Presents, That all lawful Ways and Means, both in Law and Equity, as the said Sir Humphry Mackworth shall from time to time, by and with the advice of Council learned in the Law, direct and appoint, shall and may be used, prosecuted, and taken at the common Charge of the said Partners, who shall Seal and Execute these Presents within the time aforesaid, to Foreclose all such Partner and Partners so Assessed and Rated, and neglecting to pay the same at the time and place aforesaid, from having any Benefit or Advantage from the said Mines and Premises, or any of them, according to the true intent and meaning of the said last recited Settlement and Establishment of the said Mines.

Agreement, that the same Assessment shall be made for three years.

And it is hereby farther Covenanted and Agreed, by and between all the said Parties to these Presents, That the same Assessment shall be made every Year, during the said Term, until such time as the said Partner or Partners so dissenting as aforesaid, shall have raised his and their Share and Shares, and Proportions of the said Sum of Twenty thousand Pounds for a Stock as aforesaid, according to their several and respective Interests and Shares of and in the said Mines.

One Fortieth Part of the Profits of the Mines is appropriated to the building of a Hospital for the Miners.

Provided always, and it is hereby farther Agreed by and between all the said Parties to these Presents, That one Fortieth Part of the Profits of the said Mines and Premises, Clear above all Charges, shall be applied, and are hereby appropriated for the Building of a Hospital, or Work-house, or otherwise for the Maintenance of such poor Miners and Labourers, or the Families of such as shall lose their Limbs or Lives in the Service of the said Mines, in such Proportion, Manner and Form, as the said Sir Humphry Mackworth and his Heirs shall, under his and their Hands and Seals respectively, Limit and Appoint.

All former Differences referred to the Determination of Sir H. Mackworth.

And to the End that all Differences between the said Partners relating to the Premises, may be Composed for the Common Good of all the said Partners, It is hereby farther Agreed by and between all the said Parties to these Presents, and every of them, That in case the said intended Proposal shall succeed and take Effect before the First Day of August next ensuing the Date of these Presents, as aforesaid. That then all and all manner of Differences, Controversies, and Disputes, by and between the said Partners or any of them, for, touching, and concerning the said Mines, Stock and Premises, or any of them, or any other Matter or thing relating thereto, before the Date of these Presents, shall be, and are hereby referred to the Arbitrament, Award, and Final Determination of the said Sir Humphry Mackworth.

pro-

Provided always, That in Case it shall so happen, That the said Francis Pigott, Deputy Secretary to the said Partners, shall not be elected Cash-keeper and Book-keeper to the said Partners upon the said New Establishment of Officers above-mentioned, That then it shall and may be Lawful to and for the said Sir Humphry Mackworth, and he is hereby directed to pay or cause to be paid to the said Francis Pigott all such Sum and Sums of Money, as he the said Francis hath paid or secured to be paid to the said William Corbett for the Place or Office of Deputy Secretary, as aforesaid, over and above all his Arrears of Salary above-mentioned.

Provision for Relief of Fran. Pigott, Deputy Secretary, in Case he be not elected Book-keeper and Cash-keeper.

And it is mutually Concluded and Agreed, by and between the said Parties to these Presents, and every of them, and so by them Declared, Concluded, and Appointed, That if hereafter any Doubt, Question or Controversy shall happen or arise between the said Parties, or their Assigns, or any of them, or any Person or Persons whatsoever, having or hereafter Claiming to have any Right, Title, Interest or Demand, in or to all or any part of the said Stock, Mines and Premises, by Verue of these Presents, for, about, or concerning this Present Indenture, or any Covenant, Clause, Sentence, Promise, Condition, Declaration or Agreement herein comprized, or any defect or want of Explanation of any Matter or Thing relating to the said Stock, Mines and Premises, or the Management thereof.

All future Controversies to be referred to two Arbitrators, and they to chuse an Umpire.

That then and in such Case, and as often as any Doubt, Question, Controversie or Difference shall arise or happen, the same shall be referred unto Two indifferent Persons to be Nominated and Chosen from time to time by the said Parties, or by the Majority of Votes of each Party or Parties, between whom the said Difference doth or shall arise within Twenty Days next after such Doubt or Controversie shall arise or happen [each or either of the said Parties in Variance to chuse one by Majority of Votes as aforesaid] to be by the same Two Persons so indifferently chosen, fairly heard, discussed and determined, or else by an Umpire to be Nominated and Appointed by the said Two indifferent Persons, in case they themselves cannot Agree and Compose the same.

And in Case the said Referrees shall not name an Umpire within the Space of Sixty Days after such Controversies shall be referred to them, then the Lord Mayor of London for the time being shall be and is hereby Nominated to be Umpire, in case he be not a Partner in the said Mines; And in such Case the said Matters in Variance shall be from time to time, and at all times, humbly referred to the Lord High Chancellor of England, Lord Keeper, or Lords Commissioners of the Great Seal of England for the time being, to be heard and determined in a Summary way, without the formal Proceedings and Process of Law, in such Manner and Form as the said Lord Chancellor, Lord Keeper, or Lords Commissioners for the time being, shall in their great Judgments Order and Appoint: And that each and either of the said Party and Parties, and his and their respective Executors, Administrators and Assigns, shall and will stand to and abide, perform and keep such Order and Determination therein, as the said Two Indifferent Persons, or the said Umpire or Umpires, as aforesaid, shall make and give up between them the said Two Parties, Referrors, so as the Order, Judgment and Determination of the said Two Indifferent Persons or Umpire, of or concerning the Premises, or any Part or Parcel thereof, be from time to time made and set down in Writing, under the Hands and Seals of the said Two Indifferent Persons, within Forty Days; or under the Hand and Seal of the Umpire, within Twenty Days next after any such Doubt, Question, or Controversy shall be referred to them or him respectively: And that neither of the said Parties shall Commence or bring any Action or Suit, nor seek any Remedy whatsoever, either in Law or Equity, to be Relieved in the Premises, before such Doubt, Question and Controversy shall be put to such Reference or Arbitration as aforesaid.

And in Default thereof, the Lord Mayor of London, if no Partner, or else the Lord High Chancellor, &c. is humbly desired to be Umpire, and to determine all Differences in a Summary way without Process of Law.

And until such Arbitration ended, no Suit to be commenced either in Law or Equity.

In witness whereof all the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above-written.

Sealed and Delivered, &c.

K Now all Men by these Presents, That Whereas by one Indenture Quadrupartite, bearing date the Third Day of August last past, in the Tenth Year of the Reign of our Sovereign Lord William the Third, by the Grace of God over England, Scotland, France, and Ireland, King, Defender of the Faith, &c. and in the Year of our Lord 1698; and made Between the most Noble his Grace the Duke of Leeds, and others, Partners of the Mines late of Sir Carbery Pryse, of the first Part; Thomas Done of Lincolns-Inn-Fields, in the County of Middlesex Esq; Richard Hore of London Goldsmith, Robert Fowles of London Goldsmith, and Nicholas Baker of London, Gent. of the second Part; Sir Humphry Mackworth late of the Middle-Temple, London, and now of Lincolns-Inn in the said County of Middlesex, Kt. and Edward Pryse of Gogarth in the County of Cardigan, Esq; of the third Part: Sir Joseph Herne of London Kt. Sir William Hedges of London Kt. Sir Thomas Vernon of London Kt. and Thomas Pitt of Little-Lincolns-Inn-Fields in the said County of Middlesex, Esq; of the fourth Part.

A Recital of the Indenture Quadrupartite, dated 3^d of Aug. 1698.

They the said Thomas Done, Richard Hore, Robert Fowles, and Nicholas Baker, by the Directions, and by and with the Consent of all the Parties thereunto, and of the Chairman and Committee for the Management of the said Mines, testified by their being Parties to the said Indenture, and they the said Partners and every of them, for the Considerations therein expressed,

Whereby the old Trustees and Partners have Assigned over to the new Trustees.

Have Given, Granted, Assigned, Transferred, and Set over unto the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, All and singular the Mines, Ores, and Minerals, lying and being in a certain Mountain, Waste, or Common called Bwlchyr Esgairhyr in the Parish of Lanvihangel Gennerglyn, in the County of Cardigan, within the Boundaries therein mentioned, and all the Liberties, Authorities, and Privileges, and all other things thereunto belonging; To have and to hold all and singular the said Mines, Ores, Minerals and Premises with the Appurtenances, unto the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, and Thomas Pitt, their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of Twenty Two Years and a Half, then to come and unexpired, under the several Trusts and Confidences, and under the Conditions and Limitations, and to the several Uses, Intents and Purposes therein mentioned and set forth, That is to say,

Upon Trust.

That if the said Sir Humphry Mackworth should at any time within the space of Twenty Days next ensuing the Date thereof, or within the space of six Days next after the Sealing and Delivery of the said Indenture by the Parties therein mentioned, and every of them Propose and Open to the said Partners, or such of them as should appear at a General Meeting, an Expedient

The Declaration thereof.

The Expedient
to be proposed.

pedient for Clearing and Satisfying all the Debts wherewith the said Mines then stood Charged, and for raising Twenty Thousand Pounds for a Stock for carrying on the Works of the said Mines, without any Premium or Repayment of either Principal or Interest, to the Intent that the said Partners might become Adventurers with him in such New Method as should be proposed for the Purposes aforesaid, in proportion to their several Interests and Shares they then had in the said Mines; or so many of them as should think fit to become Adventurers with the said Sir Humphry Mackworth.

And should at any time before the First Day of August next ensuing the Date of the said Indenture, pay or cause to be paid to such of the said Partners, who should within the Space of Ten Days next after the said Proposal should be made and open'd by the said Sir Humphry Mackworth, to the said Partners as aforesaid, declare they would not engage with the said Sir Humphry Mackworth, according to such Proposal, but would under their Hands and Seals Release and Relinquish their Shares and Interest in the said Mines, Ten Pounds for every Share of such Persons who should so Relinquish their Shares and Interest therein, within the time aforesaid.

The Partners
have an Election
to take 20l. per
Share, or to
become Adven-
turers again
under a new
Constitution
and a large stock
of 20000 l.
Election to be
made in 10 Days
after proposal.

The Intent of the said Indenture being that it should be at the Election of the said Partners and every of them either to become Adventurer or Adventurers with the said Sir Humphry Mackworth, according to the intended Proposal; or to relinquish their Shares in the said Mines for Ten Pound per Share, within the time aforesaid, and Ten Pounds per Share to be secured as therein is mentioned; which Election every of the said Partners should make within the Space of Ten Days next after such Proposal so as aforesaid should be made.

That then and in such Case the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon and Thomas Pitt, their Executors, Administrators and Assigns, should and would stand possessed and intrusted with the said Mines in Trust, out of the clear Profits that should be made by and from the said Mines, to pay to every such of the said Partners, who should in manner aforesaid relinquish their Shares in the said Mines, the farther Sum of Ten Pounds for every Share so to be Relinquished.

Trustees are to
permit such
persons to ma-
nage and enjoy
the Profits of
the Mines, as
shall be appoint-
ed by the said
Sir H. Mack-
worth.

And so charged should and would Permit and Suffer the said Sir Humphry Mackworth and such other Person and Persons, his and their Assignee and Assigns to be made in Manner as therein is described, and in such Proportion, Manner and Form as the said Sir Humphry Mackworth under his Hand and Seal should direct and appoint from time to time, and at all times hereafter, during the said several and respective Terms of Years therein mentioned, according to, and in such Manner as should be contained in such Proposal as should be made by the said Sir Humphry Mackworth, pursuant to the Agreements therein contained, to Manage the said Mines and Premises, and to enjoy the Profits thereof, and to dispose of the Ore then raised out of the said Mines, to his and their own proper Use and Uses, and to such other Use and Uses as the said Sir Humphry Mackworth should under his Hand and Seal limit and appoint, according to the Constitution therein set forth, and to the true Intent and Meaning of the said recited Indenture; and such Proposition as should be so made by the said Sir Humphry Mackworth, as aforesaid.

A farther Term
of five Years
granted.

And whereas the said Edward Pryse, by the Direction and Consent of the said Sir Humphry Mackworth, hath by the said recited Indenture, Given, Granted, and Assign'd unto the said Trustees the said Mines and Premises for and during the farther Term of Five Years, next after the Determination of the said Term of Twenty Two Years and a Half, under the Trusts therein set forth.

Now know ye, That the said Sir Humphry Mackworth doth hereby propose and open to the said present Partners, at a General Meeting, an Expedient for clearing and satisfying all the Debts wherewith the said Mines then stood charged, and for raising the said Twenty Thousand Pounds for a Stock for carrying on the working of the said Mines, and for paying or securing to such of the said Partners as shall be unwilling again to become Adventurers with him the said Sir Humphry Mackworth, under this present Proposal, the Sum of Twenty Pounds for every Share they then respectively had in the said Mines, in Manner and Form as is in and by the said recited Indenture directed, and according to the true intent and meaning thereof: that is to say,

The Proposal of
a Lottery.

The said Sir Humphry Mackworth doth hereby propose, declare, direct and appoint that the said Mines be divided into Four Thousand and Eight equal Parts or Shares, and that the same be exposed to Sale at the Rate and Value of One Hundred Twenty-five thousand Pounds to be raised by way of Lottery, that is to say, that Twenty-five Thousand Tickets or Lots be delivered out at 4 l. per Ticket, whereof Two Thousand Five Hundred shall be Fortunate and Benefited Tickets, and carry with them such Advantages as are herein after mentioned.

How the money
raised is to be
applied.

And that the said Twenty-five Thousand Tickets, and such Money as shall be had and received for them, or any of them, be applied and appropriated to the Uses following: That is to say, Twenty Thousand Pounds thereof, for the Use of such Persons as shall be Fortunate Adventurers, and as a Stock for the effectual working and carrying on the said Mineral Works; and which is never to be lessened on any dividend, but is to be divided at the end of the term amongst the Fortunate Adventurers and their Assigns; and Eighty thousand one hundred and Sixty Pounds thereof, either in Tickets or Money, for the Use of all the present Partners, every Partner being to have his Election for Ten Days next ensuing (or such other time as the said Sir Humphry Mackworth shall appoint) either to become Adventurer with him the said Sir Humphry Mackworth, according to this present Proposal, and so to take Tickets for his Shares at the rate of 20 l. per Share, or else to take 10 l. per Share in Money, (in case this Proposal take effect) and 10 l. per Share more upon the Credit of the said Mines, according to the true intent and meaning of the said recited Settlement. And Twenty-four Thousand Eight Hundred and Forty Pounds the residue thereof, shall be applied, either in Money or Tickets, for the paying and discharging of all Annuities, Debts, Duties and Demands, charged or chargeable upon the said Mines, and of all Charges and Expences of this present Undertaking, at the Discretion of the said Sir Humphry Mackworth: and the residue of the said Twenty-four Thousand Eight Hundred and Forty Pounds, either in Tickets or Money, at the Election of the said Sir Humphry Mackworth, or else one Twelfth Part of the clear Profits of the said Mines, above all Charges, at his Election shall be applied and appropriated for such Charitable Uses, and in such Proportion, manner and form as the said Sir Humphry Mackworth shall by any Deed or Deeds, under his Hand and Seal limit and appoint: And in case the said Sir Humphry Mackworth shall elect the latter, then Ten thousand Pounds in Money or Tickets shall be applied to the use of all the Adventurers.

Charity

And that the said Trustees shall and will from time to time and at all times hereafter permit and suffer such Person and Persons as shall be Fortunate Adventurers, his and their Assigns, to manage the said Mines according to the Constitutions and Agreements in the said recited Settlement set forth, and to receive the clear Profits thereof, subject to the said recited Settlement, to the Uses following; that is to say, To the Use, Intent and Purpose, that every Adventurer, whether Fortunate or Unfortunate, his and their Executors, Administrators and Assigns, shall pay Interest at in the first Place, Yearly and every Year, on every second Wednesday in June, or within Ten Days after, have, receive, and be paid his and their several and respective Interest-Money, at the Rate of 6 l. per Cent. which shall from Year to Year become due and payable to them and every of them respectively, for and upon Account of the several and respective Sums of Money, so by them and every of them adventured as aforesaid.

And after Payment thereof, the said Profits of the said Mines and Premises shall be Annually applied for and towards the Payment of the several and respective Principal Sums of Money so contributed and adventured as aforesaid, to all and every Adventurer and Adventurers, both Fortunate and Unfortunate (before any Dividend shall be made thereof to the Fortunate Adventurers alone) in equal Proportion according to the said several and respective Sums by them respectively contributed and adventured as aforesaid.

And after payment of the said several and respective principal Sums so contributed and adventured as aforesaid, to every Adventurer both Fortunate and Unfortunate with Interest at the rate of 6 l. per Cent. in manner aforesaid, then Twenty thousand Pounds per Ann. of the said Profits of the said Mines and Premises, shall be applied and paid to the Use of the Fortunate Adventures alone, and their Assigns, during the said several and respective Terms of Years above mentioned, in equal Proportion, according to their several and respective Interests and Shares therein, and the Overplus of the said Profits that shall be, after the said annual Summ of twenty thousand Pounds and all the Arrears thereof, shall be satisfied (in case there shall be any Arrears by reason the Profits of the said Mines in any Year or Years shall not discharge the said twenty thousand Pound), shall be applied and paid to the Use of both Fortunate and Unfortunate Adventurers, in equal Proportion according to the several and respective Sums of Money by them respectively Contributed and Adventured as aforesaid, for and towards a second Payment thereof.

And after such second Payment of the said several and respective Principal Sums so adventured as aforesaid, to every Adventurer both Fortunate and Unfortunate (without Interest) in manner aforesaid, then Forty thousand Pounds per Ann. of the said Profits of the said Mines and Premises, shall be applied and paid to the Use of the Fortunate Adventurers alone and their Assigns, during the said several and respective Terms of Years above mentioned in equal Proportion, according to their several and respective Interests and Shares therein, and the Overplus of the said Profits that shall be, after the said annual Summ of forty thousand Pounds and all the Arrears thereof, shall be satisfied (in case there shall be any Arrears by reason the Profits of the said Mines, in any Year or Years shall not discharge the said forty thousand Pounds), shall be applied and paid to the Use of both Fortunate and Unfortunate Adventurers, in equal Proportion according to the several and respective Sums by them respectively Contributed and Adventured as aforesaid, for, and towards a third Payment thereof. And so on, in like Manner after every Payment of the Principal Money adventured to both Fortunate and Unfortunate Adventurers in manner aforesaid, the Fortunate Adventures alone, are to have an additional Profit from the said Mines, amounting to the annual Value of Twenty thousand Pounds per Annum, and the Overplus above that Encrease, and all the Deficiencies thereof in any former Year or Years, is still to be applied to another Payment of the said Principal Money adventured without Interest to both Fortunate and Unfortunate Adventurers in manner aforesaid; and a Transfer Book shall be provided at the common Charge for Transferring the Interest of the Unfortunate, in the manner as is provided for the Fortunate Adventures, in the said recited Settlement.

And the said Sir Humphry Mackworth doth propose, direct, and appoint, That in Case the said Gains, Profits and Proceeds of the said Stock, Mines and Premises, shall be Mismanaged by the Managers, and shall not be applied and paid to such Person and Persons, and for such Uses, Intents and Purposes, and in such Proportion, Manner and Form as is herein mentioned and directed; That then it shall and may be Lawful to and for the said Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon and Thomas Pitt, or any of them, and the Survivor and Survivors, of them, and the Executors, Administrators and Assigns of such Survivor or Survivors, or any of them, (for and during such time as the Profits of the Premises shall not be applied and paid to the Uses aforesaid, and herein after mentioned) to enter upon the said Stock, Mines and Premises, and to govern and manage the same, and to receive the Profits thereof, to the Uses, Intents and Purposes herein mentioned and directed, and to no other Use, Intent or purpose whatsoever.

And that Five hundred Tun of Silver and Potters Ore now lying on, or near the Banks of the said Mines, and sixty Tun of Lead now lying at the smelting Mills, or Store houses thereto belonging, be appropriated to the Use of the Fortunate Adventurers.

And that one large Smelting, Extracting, and Refining Mill be Erected and Built at the common Charge, near to Coal, for the use of the Fortunate Adventurers, and upon the Land of the said Sir Humphry Mackworth, at or near Neath in the County of Glamorgan; and one other Smelting, Extracting, and Refining Mill be Erected and Built at the common Charge for their Use, in some convenient place near the Sea, in the County of Cardigan: And that one or more Vessel or Vessels shall be built or bought at the common Charge for carrying Ore from the said Mines by Sea to Neath aforesaid; and for carrying Coal back again from Neath to the Port of Aberdovey in the said County of Cardigan, which said Coal shall be from time to time bought of the said Sir Humphry Mackworth by the Fortunate Adventurers, and shall be sold to them by him at the Current Market-Price.

And farther that the said Lottery shall be managed and drawn after the Manner of the Million Lottery settled by Act of Parliament, That is to say,

That the said Trustees, Sir Joseph Herne, Sir William Hedges, Sir Thomas Vernon, Thomas Pitt, The Managers Sir William Ashburn of London, Knight, Sir John Houlton of London, Knight, Sir James Houlton and Directors of London, Knight, Sir Francis Child of London, Knight, Sir Tho. Cudon of London, Knight, Sir Robert Bedingfield of London, Knight, and such other Person and Persons as the said Sir Humphry

The Fortunate Adventurers are to manage and receive the Profits of the Mines, and to pay Interest at every Adventurer yearly, every Second Wednesday in June.

And to pay the Principal as the Profits allow.

And then twenty thousand Pounds per Annum to the Fortunate, and the Overplus to a second payment of the Principal money adventured.

And then forty thousand Pounds per Annum to the Fortunate, and the Overplus to a third Payment of the Principal Money adventured.

And in Default of Payment accordingly, Trustees to enter and Dispose the Profits to the Uses herein set forth.

Five hundred Tun of Ore, and sixty Tun of Lead, are given to the Fortunate Adventurers. Smelting Mills to be erected near the Mines, and near the coal, and Vessels to be built to carry one to the other.

phry Mackworth shall at any time hereafter under his Hand, Nominate and Appoint, shall be Managers and Directors for preparing and delivering of Tickets, and to oversee the drawing of Lots, and to Order, Do and Perform all such other Matters and Things as are hereafter in and by these Presents Directed or Appointed by such Managers or Directors to be done and Performed.

Sir H. M. Indemnified for from time to time, and at all times hereafter by and out of the Profits of the said Mines, Stock all Acts done and Premises saved Harmless and Indemnified of and from all Actions and Suits whatsoever, pursuant to the intent of these Presents, either in Law or Equity, and of and from all Costs, Charges, Damages, and Troubles whatsoever, which he or they shall or may pay, bear or sustain for or by reason of any Act or Thing whatsoever, to be done or suffered by him the said Sir Humphry Mackworth, in pursuance of, and according to the true Intent and Meaning of these Presents, and of the said recited Indenture. In Witness, &c.

The CHARTER. anno 1704.

Petition.

ANNE, by the Grace of God, of England, Scotland, France and Ireland Queen, Defender of the Faith, &c. To all to whom these Presents shall come Greeting: Know ye, that at the humble instance and request of Our Right Trusty and Right entirely beloved Cousin and Counsellor, Thomas Duke of Leeds, Our Right Trusty and Right well-beloved Cousin Pawlet, Earl of Bolingbrooke, Our Right Trusty and well-beloved Francis Lord Guilford, and of Our Trusty and well-beloved Sir Thomas Mackworth Baronet, and Sir Humphry Mackworth, Knight, in behalf of themselves and others Our loving Subjects, Joynt Partners and Adventurers with them in an Undertaking, for the Working and Managing of Mines and Minerals, and for the Smelting, Refining and Manufacturing the same.

Grant.

We of our especial Grace, certain Knowledge, and mere motion, have Willed, Granted, Constituted, Declared and Appointed, and by these Presents for Us, Our Heirs and Successors, do Will, Grant, Constitute, Declare and Appoint, That the said Thomas Duke of Leeds, Pawlet Earl of Bolingbrooke, Francis Lord Guilford, Sir Thomas Mackworth, Sir Humphry Mackworth, and Our Trusty and Well-beloved Robert Cecil Esq; Robert Bertie Esq; Sir John Blencow Knight, one of Our Justices of Our Court of Common Pleas, Sir John Morden Baronet, Sir John Webb Baronet, Sir William Ashurst Knight, Sir Thomas Hussy Baronet, Sir Edmund Warcup Knight, Sir Richard Hoare Knight, Sir Godfrey Kneller Knight, Samuel Trotman Esq; John James Esq; William Powell Esq; Buckley Mackworth Esq; Herbert Mackworth Esq; Thomas Pitt Esq; William Young Esq; Thomas Mulfoe Esq; William Freeman Esq; Thomas Breton Esq; Robert Nelson Esq; Edward Jeffrys Esq; George Paske Esq; John Wallis Esq; Toby Chauncy Esq; Thomas Paske Esq; Samuel Atkins Esq; Thomas Frederick Esq; Frederick Herne Esq; George London Esq; James Haller, Kingsmill Mackworth, Abraham Tillard, Hopefor Bendal, Robert Wakeman, Richard Curtis, Richard Chauncy, William Waller and Edward Harrison Gentlemen, Dennis Lyddal Esq; Nicholas Luke Esq; Algernoon Potts Esq; Simon Patrick Esq; Thomas Railton Esq; John Chamberlayne Esq; Richard Stephens Esq; William Mackworth, George Jackson, Isaac Tillard, Freeman Collins and Richard Savage Gentlemen, and all others Joynt Partners and Adventurers in the said Undertaking, for the Working and Managing Mines and Minerals, and for the Smelting, Refining and Manufacturing the same, and their Successors so qualified as hereafter directed, shall for ever hereafter be, and by virtue of these Presents shall be One Body Corporate and Politick in Deed and in Name, by the Name of the Governor and Company of the Mine Adventurers of England.

To all Joint Partners.

Name.

And farther, We Will and Ordain, and by these Presents for Us, our Heirs, and Successors, do Grant, That from henceforth for ever there shall be a Governor, Deputy Governor, and twelve Directors of the said Company, and to be Constituted and Chosen in such manner and form as hereafter in these Presents is expressed and declared.

Duke of Leeds Governor.

And for the better Ordering, Managing and Governing the Mines, Minerals, Revenues, Stock, and other the Affairs of the said Corporation: We have Nominated, Constituted and Appointed, and by these Presents for Us, Our Heirs and Successors, do Nominate, Constitute and Appoint the said Thomas Duke of Leeds to be the first and present Governor of the said Corporation, to remain and continue in the said Office or Place during his Life; and upon the Decease of the said Thomas Duke of Leeds, We do for Us, Our Heirs and Successors, Nominate, Constitute, Declare, Ordain and Appoint, that the said Sir Humphry Mackworth, if He shall be then Living, do immediately succeed and be admitted the next Governor of the said Corporation, to Remain and Continue in the said Office or Place during his Life.

Twelve Directors.

And We do hereby for Us, Our Heirs and Successors, Grant unto the Governor and Company of the Mine Adventurers of England, and their Successors, and do hereby Authorize, Impower and Appoint, that at every such General Court or Assembly to be held Annually upon the second Thursday in the Month of November, or within twenty Days after; The Governor, Deputy Governor, Directors, and other Members of the said Corporation, Qualified by having three Shares in their own Right, to Vote and Act at such General Court or Assembly; or the major part of them so Assembled, shall and may Elest out of the Members of the said Company twelve Able and Descreet Persons, to each of whom twenty or more Shares of the said Six Thousand and Twelve Shares shall, at the time of such his Election, belong in his own Right, and not as Trustee for any other, and whereof every Person so to be Elested shall, when thereunto required, (by any two or more Members of the said Company), make Oath before the Governor or Deputy Governor of the said Company for the time being (which Oath the said Governor or Deputy Governor are hereby Authorized to Administer) to be the Directors of the said Company, for the Year then next ensuing, and until other Directors shall be Elested to succeed them, every of such Persons so to be elested, shall take a Corporal Oath before the Governour or Deputy Governour, for the time being, for the Due and Faithful discharge of his Office and Duty in the Words, or to the Effect following (that is to say) I A. B. will truly and faithfully execute the Office and Duty of one of the Directors of the Corporation, known by the Name of the Governor and Company of Mine Adventurers of England, in every respect, according to the best

best of my Skill and Understanding, and as I shall judge most for the Advantage of the said Corporation, So help me God. And being so elected and sworn, shall continue in the said Office for the Year then next ensuing, and until other Directors shall be Elected to succeed them; unless they, or any of them shall before that time happen to die, or to be amoved from his or their Office; And that in case any Person or Persons who shall at any time or times be Elected a Director or Directors of the said Company, shall refuse to take such Oath for the faithful Discharge of his Office, or shall cease to have twenty or more Shares of the said Six Thousand and Twelve Shares in his own Right, or shall refuse to make Oath thereof, when he or they shall be thereunto required by any two or more Members of the said Company, or shall commit any manner of Misdemeanor in his or their Office or Place, contrary to his or their Duty, then it shall and may be Lawful for the said Governor and Company of the Mine Adventurers of England, and their Successors, at any General Court or Assembly, to be held for the said Company from time to time, by and with the consent of the Governor, or Deputy Governor for the time being, to remove such Person or Persons from his or their Place or Office of Director or Directors of the said Company; and within the space of Ten Days, after the removal of any such Director or Directors, to elect out of the Members of the said Company, some other Person or Persons, being qualified by having then twenty or more Shares as aforesaid, to succeed in the room and place of him or them so refusing or misdemeaning themselves for the Remainder of the Year, or time for which such Director or Directors, in whose place he or they shall succeed, were Elected, and so from time to time, when, and as often as Occasion shall require: *Provided* always, and Our Will and Pleasure is: And We do hereby for Us, our Heirs and Successors, declare, that such General Court or Assembly, shall not do any Act, matter or thing whatsoever, relating to the Business and Affairs of the said Company, other than to adjourn till some farther time, unless such of the Members of the said Company as shall be then present, shall have Fifteen Hundred Shares of the said Six Thousand and Twelve Shares in their own Rights, and not as Trustees for any other Person or Persons; And Our farther will and pleasure is, And We do hereby for Us, Our Heirs and Successors, Direct and Command, that the present Governor of the said Company, before he take upon him the Execution of his said Office, do take the Oaths appointed by Act of Parliament to be taken in lieu of the Abrogated Oaths of Allegiance and Supremacy, and also an Oath for the due Execution of his Office and Trust, before the Deputy Governor, and any two of the Directors herein before named, who are hereby impowered to Administer the same. And Our will and pleasure is, that after the said Governor hath taken the said Oaths before the Deputy Governor, and any two of the Directors as aforesaid, the present Deputy Governor of the said Company, do take the said Oaths before the Governor, who is hereby impowered and required to Administer the same. And afterwards, Our will and pleasure is, that the present Directors of the said Company, do take the said Oaths before the Governor, or Deputy Governor, or either of them, who are hereby respectively impowered to Administer the same, and afterwards for the future the Directors, or any two of them for the time being, shall, and they are hereby impower'd and required to Administer the said Oaths to the Governor, and the Governor afterwards shall, and he is hereby impowered and required to Administer the same to the Deputy Governor, and the Governor, or Deputy Governor, or either of them, is in the like manner by these presents Authorized and required to Administer the said Oaths to the Directors hereafter to be Elected: And of our farther Grace, We have granted, and by these Presents, for Us, our Heirs and Successors, do grant unto the said Governor and Company of the Mine Adventurers of England, and their Successors; that from time to time, and at all Times hereafter, when, and as often as occasion shall require, the said Governor and Company of the Mine Adventurers of England, at any General Court or Assembly, to be held for the said Company or the major Major part of them then present, who shall be capable of Voting, shall and may Elect and Nominate one or more Person or Persons to Act or Officiate as Secretary to the said Governor and Company of the Mine Adventurers of England: And also one or more Person or Persons to Act or Officiate as Treasurer to the said Governor and Company; And also one or more Person or Persons to be Accomptant or Accomptants to the said Governor and Company; And also one or more Person or Persons to be Manager or Managers at the Mines, And also to remove any such Officer or Officers at their Wills and Pleasure, and to appoint others in their stead: And Our Will and Pleasure is, And We do hereby for Us, our Heirs and Successors, Order, Direct and Command, That the Secretary, Treasurer, Accomptant and Manager at the Mines, now and for the time being, before they are admitted to the Exercise of their respective Offices, shall take the said Oaths appointed by Act of Parliament as aforesaid, and also an Oath for the due Execution of their Offices, before the Governor, Deputy Governor, or any two or more Directors of the said Company, who are hereby respectively authorized and required to Administer the same. And Our farther will and pleasure is, and we do hereby for Us, Our Heirs and Successors, Give and Grant unto the said Governor and Company of the Mine Adventurers of England and their Successors, that the Governor, Deputy Governor, and Directors, or the major part of them, shall have full Power and Authority from time to time, and at all Times hereafter, to nominate and appoint all other inferior Officers, whom they shall think fit and necessary for the Service of the said Company; and to remove and displace such Officer and Officers at their Wills and Pleasure, and to appoint others in their stead; And also to allow unto such Officer and Officers, for their Care and Pains, such Salary and Salaries as they or the Major part of them shall think fit, and to lessen and encrease the Salary or Salaries of any of them at their free Will and Pleasure, whenever they shall find it convenient so to do; And of our farther especial Grace, certain Knowledge, and meer Motion, We have given and granted, and by these Presents, for Us Our Heirs and Successors, do give and grant unto the said Governor and Company of the Mine Adventurers of England, and their Successors, full Power and Authority; And it shall and may be lawful for the Governor, Deputy Governor, Directors, and Company of the Mine Adventurers of England, and their Successors, or the major part of them present, who shall be capable of Voting at any such General Court or Assembly from time to time, and when, and as often as they shall judge convenient, by and with the Consent of the Governor, or in case of his absence for any reasonable cause, by and with the Consent of the Deputy Governor for the time being, at any General Court to make, ordain, constitute and appoint such reasonable Orders, Rules, Constitutions, Laws, Statutes and

General Court
Act.

Oaths.

Secretary.
Treasurer.
Accomptant.Manager of the
Mines.

Oaths.

Power of Di.
rectors.
Inferior Officers.

By Laws.

Ordi-

Penalties.

Ordinances, as to them or the Major part of them, being qualified as aforesaid, shall seem necessary or expedient for the well ordering and Government of the said Company, and for the good Management and Improvement of the Mines, Minerals, Works, Lands, Tenements, Revenues, Stock, Goods, Chattels, or other Possessions of the said Company; and other Affairs and Business concerning or relating to the same: And the said Orders, Rules, Constitutions, Laws, Statutes, and Ordinances, or any of them, to alter or annul, and revoke, as to them the said Governor and Company of the Mine Adventurers of England, and their Successors, or the Major part of them, shall seem requisite; and likewise to set, impose and inflict reasonable Pains, Punishments and Penalties, by Fines and Amerciaments, upon any Offender or Offenders, who shall transgress, break or violate the said Laws, Orders or Ordinances so made as aforesaid, and to mitigate the same as they shall find Cause; which said Fines, Penalties and Amerciaments shall, and may be levied, sued for, taken, retained and recovered by the said Governor, and Company, and their Successors, by Distress or Action of Debt, or by any other lawful Ways, to the use and advantage of the said Governor and Company, and their Successors, without any account to be rendered for the same to Us, our Heirs, and Successors: All and singular which Laws, Constitutions, Orders and Ordinances, so as aforesaid to be made, We will and command be duly observed and kept, under the Pains and Penalties therein to be contained; Provided always, that the said Laws, Constitutions, Orders and Ordinances, be reasonable, and not contrary or repugnant to, but as near as may be agreeable to the Laws and Statutes of this Our Realm.

Power of Directors.

Judges.

Security for Officers.

Oaths to Officers as appointed by a General Court.

And for the better managing of the Mines, Minerals, Lands, Tenements, Stock, and other the Possessions of the Governor and Company of the Mine Adventurers of England, and their Successors; And for the better ordering, Manufacturing, Smelting, refining and disposing of the Ore, Mettle, and other the Produce of the said Mines and Minerals: We have given and granted, and by these presents do give and grant unto the said Governor and Company of the Mine Adventurers of England, and their Successors; And do hereby Order, direct and appoint, that the Governor, Deputy Governor, and Directors of the said Company for the time being, or any five or more of them (whereof the Governor, or Deputy Governor to be one) shall and may once in every Week, or oftner if Occasion be, assemble and meet together at some convenient place within the City of London, or Liberties thereof; by them, or the Major part of them, from time to time to be appointed for that purpose: And shall, and may at such Meeting or Assembly manage the Affairs, and transact and do the Business of the said Corporation, in such manner as they or the Major part of them then present shall adjudge, and seem most Beneficial and Advantageous for the common and general Good and Welfare of the said Corporation; pursuant unto, and not in any wise contrary to such Methods, Rules, Orders, By-Laws, Statutes, and Constitutions as shall from time to time be made, settled and established at any General Court or Assembly, by the said Governor and Company of the Mine Adventurers of England, and their Successors.

And that the said Governor, Deputy Governor, and Directors of the said Company, and their Successors for the time being, or any Seven or more of them, at such Meeting or Assembly, shall and may from time to time, and at all times hereafter, require, take and accept such Security and Securities from any Person or Persons as they, or the major part of them then present, shall approve for the faithful discharge of his or their Trust and Trusts in such Employment or Employments, as he or they shall be admitted into; And farther, our Will and Pleasure is, and We do hereby for Us, our Heirs and Successors, Order, direct and appoint, that the said Governor, Deputy Governor, and Directors, or the Major part of them then present at any Meeting shall, and they are hereby enabled to administer unto every Officer and Officers to be employed by them for the Purposes aforesaid, such Oaths as shall be appointed by the said General Court, to be by him or them taken for the due and faithful performance of his and their Duty, in their Respective Employments; and in default of sufficient Security given, or of the renewal thereof, when Occasion shall require, or in case of refusing such Oath, for the due performance of his or their Trust, it shall and may be lawful for the said Governor, Deputy Governor, and Directors, or the Major part of them, whereof the Governor or Deputy Governor to be one, to suspend such Person or Persons from the Execution of his and their Office and Offices, and to appoint others in their stead, who shall officiate until the next General Court or Assembly of the said Corporation.

In Witness whereof, We have caused these our Letters to be made Patents. Witness our Self at Westminster the Six and Twentieth Day of April, in the Third Year of our Reign.

By Writ of Privy-Seal, COCKS.

The last Assignment from Sir H. M. and the Company.
February 22^d 1704.

Mr. Pryse Lease to Sir H. M. of Eskyraith.
Dec. 24th 1697.

The Term of Eskyraith and Eskyraith prolong'd to 9th Years, Octo. 28th 1701.

This Indenture, made the twenty second Day of February, in the third Year of the Reign of our Sovereign Lady Anne, by the Grace of God of England, Scotland, France and Ireland Queen, Defender of the Faith, Anno Domini, 1704. Between Sir Humphry Mackworth of Neath in the County of Glamorgan Knight, and William Waller of Trishire in the County of Cardigan Gentleman of the one Part, and the Governor and Company of the Mine Adventurers of England of the other Part. Whereas, by Indenture bearing date the twenty fourth Day of December, which was in the Year of our Lord one thousand six hundred and ninety seven, made, or mentioned to be made, between Edward Pryse late of Gogarthen in the County of Cardigan Esquire deceased of the one Part, and the said Sir Humphry Mackworth of the other Part; he the said Edward Pryse for the Consideration therein mentioned, did demise, grant, Set, and to Farm Lett, unto the said Sir Humphry Mackworth all and singular the Mines of Lead, Copper and Tin, and all other Mines, Ores and Minerals, as well open and discovered, as not open and undiscovered, lying, and being, in a certain Hill, Moore, or place call'd Eskyraith, in the Parish of Lanvihangel Generglin, in the County of Cardigan, for the Term of one and thirty Years under the Reservations, Provisoos, Covenants, and Agreements therein contained. And by Indenture bearing date the twenty eighth Day of October, which was in the Year of our Lord one thousand seven hundred and one; Lewis Pryse of Gogarthen aforesaid Esquire, Cousin and Heir of the said Edward Pryse, and Symon Pryse, John Pryse, and William Powel, for the Considerations therein mentioned, did demise, grant, Set, and to Farm Lett, to the said Sir Humphry Mackworth the several Mines and Minerals, in a certain Mountain, or place, call'd Bwlchyr Eskyraith, and in the said Mountain, or place, call Eskyraith, for the farther Term of ninety nine Years, to commence from the Expi.

Expiration of the several Terms of one and thirty Years, formerly granted, of the said Mines and Minerals, under the Reservations, Provisoos, Covenants and Agreements therein contained. **And whereas**, by several Indentures, the one bearing Date the fourth Day of April, the other the fifteenth Day of July, in the Year of our Lord one thousand six hundred ninety eight, for the Considerations therein mentioned; the said Edward Pryse did demise, grant, and to farm Lett, to the said Sir Humphry Mackworth, the several Mines and Minerals, in, and under a certain Parcel of Ground, containing four hundred Yards in length, and two hundred Yards in breadth, lying, and being, at the West End of the said Mines of *Bwlchyr Eskyrhyr*, and in, and under, a certain Mountain, or Place, commonly call *Cumsumblock*, for the several Terms of one and thirty Years, under the several Reservations, Provisoos, Covenants and Agreements therein respectively contained. **And whereas**, by Indenture bearing Date the sixteenth Day of July, which was in the said Year of our Lord one thousand six hundred and ninety eight; the said Edward Pryse, for the Considerations therein mentioned, did grant, demise, bargain, sell, sett, and to farm Lett, unto the said Sir Humphry Mackworth, all and singular the Mines and Minerals of Lead, Copper, Tin, Earth, Clay and Stone, and of what other Nature or kind soever, lying, being at, in, or under, a certain Mountain, or Place, commonly call'd *Brinmour*, within the Extent and Boundaries therein describ'd, in the Parish of *Lanvihangell Generglin*, in the said County of *Cardigan*. **To hold** to the said Sir Humphry Mackworth, his Executors, Administrators and Assigns, from the Day of the Date of the said last recited Indenture, for the Term of one and thirty Years thence next ensuing, under the Rents, Reservations, Covenants, and Provisoos therein contained. **And whereas**, by Indenture bearing Date the six and twentieth Day of December, which was in the said Year of our Lord one thousand six hundred and ninety eight; William Powel of *Nanteos* in the said County of *Cardigan* Esquire, did demise, sett, and to farm Lett, unto the said Sir Humphry Mackworth, all his two Parts, in three Parts to be divided, and also the other third Part, under a certain Extent of, and in all Mines of Lead and Copper, and other Ore, in a certain Work called *Craigamoigne*, or elsewhere, within the Liberties of a certain Place called *Cumystwith*, in the Parish of *Lanvihangell y Cwdtyen*, in the said County of *Cardigan*, and also two Parts in three to be divided, of all his Mines in a certain Place called *Ystymtean*, in the Parish of *Lanbederne Vawer*, in the said County of *Cardigan*: **To hold** unto the said Sir Humphry Mackworth, his Executors, Administrators and Assigns, from the Day of the Date thereof, until the full End and Term of one and thirty Years, under the Rents, Reservations, Covenants, and Provisoos therein contained. **And whereas**, Margaret Lewis of *Galtvaddogg* in the said County of *Cardigan* Widow, and Richard Lewis Son and Heir Apparent of the said Margaret, by their Indenture bearing Date the sixth Day of July, which was in the Year of our Lord one thousand seven hundred, for the Consideration therein mentioned, did demise, grant, sett, and to farm Lett, unto the said Sir Humphry Mackworth, his Executors, Administrators and Assigns, all and singular their Mines and Minerals, with the Appurtenances in *Pwltyr Enew*, *Bwlch Cwmerfin*, and *Coginan*, in the said County of *Cardigan*, within the Boundaries and Liberties therein contained: **To hold** for, and during the Term of ninety nine Years, from the Day of the Date thereof, under the Rents, Reservations, Covenants, and Provisoos therein contained. **And whereas**, by Indenture bearing Date the ninth Day of May, which was in the Year of our Lord one thousand seven hundred and two; Lewis Pryse of *Gogarth* afore said Esquire, for the Considerations therein mentioned; did grant, bargain, sell and demise, to the said Sir Humphry Mackworth, all the Mines and Minerals of Lead and Copper, and of what Nature or Kind soever, lying, or being, in, or under, the Lands, Mountains, Waists and Commons, of him the said Lewis Pryse, or any other Person or Persons, intrusted for him, within the said several Parishes of *Lanvihangel Generglin*, *Lanbederne Vawer* or elsewhere, in the said County of *Cardigan*: **To hold** unto the said Sir Humphry Mackworth, his Executors, Administrators or Assigns, from the Day of the Date thereof, unto the full End and Term of thirty Years, from thence next ensuing, and fully to be complete and ended, under the Rents, Reservations, Covenants, and Provisoos therein contained.

And by Indenture bearing date the Thirteenth Day of May, which was in the Year of our Lord One thousand Seven hundred for the Considerations therein mentioned, he the said Sir Humphry Mackworth hath Assigned and Transferred all the said Mines and Minerals open or not open, lying and being in the said Hill, Moor, or Place called *Eskyrfraith*; as also in the said Parcel of Ground beginning at the West End of *Bwlchyr-Eskyrhyr*, afore said, containing Four hundred Yards in Length and Two hundred Yards in Breadth, commonly called the *West Level*; together with a Lease of the said Mines of *Bwlchyr-Eskyrhyr*, for the said Additional Term of Ninety nine years, and the Mines in the said Hill or Mountain called *Comsumblock*, unto Sir Thomas Vernon and Thomas Pitt Esq; their Executors, Administrators and Assigns; to and for the Uses, Intents and Purposes therein mentioned in such Proportion, Manner and Form, and under such Agreements, Regulations, Orders, Rules and Methods of Management as are set forth in and by the Settlements of the said Mine-Adventure Enrolled in *Chancery*.

And whereas the said Sir Humphry Mackworth, for the greater Incouragement of the said Mine-Adventure, and to promote the Benefit and Advantage of the said Undertaking by his Indenture bearing Date the Fifteenth Day of December last, hath made a voluntary Conveyance and Settlement of his Estate and Interest in the several Mines of *Caninog*, *Goginian*, *Cumervin*, *Brinpicka*, *Cumystwith* and *Ystymtean*, and in all other his Mines and Minerals in the said County of *Cardigan*, unto the said Governor and Company of the Mine-Adventurers of *England*, and their Successors for the Term of One and Thirty years, subject to the Provisoos therein contained; as by the said several recited Indentures relation thereunto respectively being had more fully and large may appear.

Now this Indenture witnesseth that for and in Consideration of the Reservations, Covenants and Agreements herein after expressed, declared, and contained; and to the Intent that the Number of Shares, and the Principal Moneys allowed to the said Sir Humphry Mackworth in trust for himself and the New Proprietors, as the Consideration for the Conveyance of the said Mines and Minerals of *Eskyrfraith*, *Eskyrhyr*, *Comsumblock*, *Peneraigdee*, and the Additional Term of Ninety Nine Years in the said Mines of *Bwlchyr-Eskyrhyr*; for the Benefit of the Mine-Adventurers, may be effectually answered and made good according to the true Intent and meaning of the Orders and Entries made in the Books belonging to the said Governor and Company, and for and in Consideration of such Sums of Money and Charges to be repaid by the said Governor and Company, or by Bonds under their Common Seal, secured to be repaid unto the

Lease to Sir H. M. of West Level and Comsumblock, 1698.

Lease of Bryn Mawre July 16th 1698. to Sir H. M.

Lease of Co-mystwith and Ystymtean Dec 26th 1698. to Sir H. M.

Lease of Coginvin July 6th 1700. to Sir H. M.

Lease of the Lordships of Lanvihangell Generglin May 9th 1702. to Sir H. M.

Sir H. M. First Assignment to Company May 13th 1700. Eskyrfraith.

Comsumblock.

Sir H. M. second Assignment Dec 15th 1704. Caninog. Goginian. Cumervin. Brinpicka. Cumystwith. Ystymtean.

This Indenture Witnesseth.

The Consideration.

That the En-graftment be made good.

That all Money expended be repaid.

said Sir *Humphry Mackworth* and *William Waller*, their Executors, Administrators or Assigns, as they the said Sir *Humphry Mackworth* and *William Waller*, or either of them, shall make appear to the Court of Directors of the said Company, or the major part of them, to have been paid and expended and disbursed by them the said Sir *Humphry Mackworth* and *William Waller*, or either of them, upon their or either of their own proper Account, distinct from the said Mine-Adventurers, and from the said Governor and Company in the Working of the said Mines and Minerals called *Goginian*, *Testintean* and *Cumystwith*, or any of them, or in Building or other Payments and Disbursements for the Use and Improvement of the same, and for and in Consideration of the Sum of Five Shillings of lawful Money of England, by the said Governor and Company to the said Sir *Humphry Mackworth*, as also of the like Sum of Five Shillings of the like Money, by them likewise paid to the said *William Waller* before the Enfealing and Delivery of these Presents, the Receipt of which several Summs they do hereby respectively acknowledge. He the said Sir *Humphry Mackworth*, by and with the Consent of the said *William Waller*, testified by his being Party unto, and Sealing and Executing these Presents. And likewise the said *William Waller* have and each of them hath bargained, sold, assigned, transferred, and set over, and by these Presents, do and each of them doth bargain, sell, assign, transfer, and set over, unto the said Governor and Company of the Mine-Adventurers of England, all and singular the said Mines and Minerals of Silver, Lead, Tin, Copper and Potters Ore, or of what Kind or Nature soever, discovered and open, or not open and undiscovered, which are or shall and may be found within the said several Mountains, Moors, Places, Liberties and Boundaries in the said several Parishes of *Lanvibangel Gengerlin*, *Lanvibangel y Cwtdyen* and *Lanbederne Vawer*, or any of them in the said County of *Cardigan*, together with all Buildings, Privileges, Liberties, Profits, Easements, Ways, Passages, Commodities, Advantages and Appurtenances to the said several Mines or Minerals, or any of them belonging, or in any wise appertaining, or which are or may be held, used or enjoyed with the same, and also all other the Mines and Minerals of Silver, Lead, Copper, Tin, or Potters Ore, of them the said Sir *Humphry Mackworth* and *William Waller*, or either of them, discovered and open, or not open and undiscovered, within any the Liberties or Boundaries of them the said Sir *Humphry Mackworth* and *William Waller*, or either of them, in the said County of *Cardigan*, together with all the Ore, of what Kind or Nature so ever, raised or to be raised out of the said Mines and Minerals, or any of them, and all Privileges, Liberties, Ways, Passages, Easements, Profits, Commodities, and Appurtenances whatsoever, to the same or any of them belonging, or in any wise appertaining, in as full, ample, large, and beneficial manner as they the said Sir *Humphry Mackworth* and *William Waller*, or either of them can, may or might have, hold, use, occupy and enjoy the same, and also all the said several recited Indentures; To have and to hold all and singular the said Mines, Minerals and Premises hereby assigned or mentioned, or intended to be hereby assigned, with their and every of their Appurtenances, unto the said Governor and Company of the Mine-Adventurers of England and their Successors, from henceforth for and during, and until the Sixth Day next preceding, and before the full End and Expiration of the said several Terms, which they the said Sir *Humphry Mackworth* and *William Waller* have, or either of them hath, in the said several Mines and Minerals and Premises, or any of them yet to come and unexpired.

Yielding and Paying therefore unto the said Sir *Humphry Mackworth* and *William Waller*, their Executors, Administrators, and Assigns, the yearly Rent of one Pepper Corn at the Feast of St. Michael the Archangel, if the same be lawfully demanded. And the said Governor and Company of the Mine-Adventurers of England for themselves and their Successors, Covenant, Promise and Grant to and with the said Sir *Humphry Mackworth* and *William Waller*, their Executors, Administrators and Assigns, and every of them by these Presents, that they the said Governor and Company, and their Successors, shall and will from time to time, and at all times, hereafter well and truly observe, perform and keep, and them the said Sir *Humphry Mackworth* and *William Waller*, their respective Heirs, Executors, Administrators and Assigns, and every of them sufficiently indemnify, and save harmless from all the several Covenants, Conditions and Agreements, in the said several recited Indentures, or any of them, on the part and behalf of the said Sir *Humphry Mackworth* and *William Waller*, or either of them, their or either of their Heirs, Executors, Administrators and Assigns, to be observed, performed or kept, and that they the said Governor and Company, and their Successors, shall and will upon the Request of the said Sir *Humphry Mackworth* and *William Waller*, Do and Execute any such reasonable Act or thing as the Council Learned in the Law of, them the said Sir *Humphry Mackworth* and *William Waller*, shall advise or require to be done, for the more Effectual answering and making good the Number of Shares and the Principal Moneys allowed to the said Sir *Humphry Mackworth* in Trust for himself and the New Proprietors, as the Consideration for the Conveyance of the said Mines and Minerals of *Eskyrfraith*, *Eskirhyr*, *Comjumblock*, *Peneraigdee*, and the Additional Term of Ninety Nine years, in the said Mines of *Bwlchyr Eskyrhyr*, for the Benefit of the Mine-Adventurers, according to the true Intent and Meaning of the Orders and Entries in the Books belonging to the said Governor and Company; And that the said Governor and Company, and their Successors, shall and will within the Space of Twelve Months next after the Date of these Presents, pay, or by Bond under their Common Seal secure to be paid, unto the said Sir *Humphry Mackworth* and *William Waller*, their Executors, Administrators or Assigns, such Summs of Money and Charges as they the said Sir *Humphry Mackworth* and *William Waller*, or either of them, shall make appear to the said Court of Directors, or the major part of them, to have been paid, expended or disbursed by them the said Sir *Humphry Mackworth* and *William Waller*, or either of them, upon their, or either of their own proper Account, distinct from the said Mine-Adventurers and from the said Governor and Company in the Working of the said Mines and Minerals called *Goginian*, *Estuntean*, and *Cumistwith*, or any of them; or in Buildings, or other Payments or Disbursements, for the Use or Improvement of the same. And that they the said Governor and Company, or their Successors, shall not at any time desist, fail, forbear, or omit the Working the said Mines or Minerals, or any of them, above the Space of Two Months together.

Provided always and upon condition nevertheless, that in case the said Governor and Company, and their Successors shall neglect or refuse to pay, observe or perform any the Reservations, Covenants or Agreements herein contained on their part to be paid observed or performed by the

Sir H. by Consent of Waller doth assign. And Waller doth confirm former Grants

And all other Mines in the County of Cardigan.

For the Residue of the Terms except Six Days.

Yielding a Pepper Corn.

Covenant of the Company, to save harmless the said Sir H. and W. Waller from all Payments, Rents, &c.

And to make good the Engrafted Stock.

And to pay all Money expended.

And that they shall not desist above two Months from working the Mines.

Mines forfeited on Non-performance for Twenty one Days after request.

the space of One and Twenty Days, after request made to them in Writing, under the Hand of the said Sir Humphry Mackworth, his Executor or Administrators, for the due Payment, Observance and Performance of the same, and left at the Mine-Office, or Principal Place of Meeting and Assembly of the said Governor and Company, within the Cities of London or Westminster, then this Indenture and all things therein contained shall cease, determine, and be absolutely void.

The several Orders and Proceedings, Agreements, Letters and Papers relating to the Company of the Mine-Adventurers, and Mr. Daniel Peck of Flint, are as follows, viz.

February 10. 1699. At a select Committee (now called a Court of Directors) Ordered that Sir Humphry Mackworth and Mr. Player be desired to treat with Mr. Peck, about his Undertaking to Smelt and Refine at our Mines in Cardiganshire.

The two following Papers were delivered by Mr. Peck, under his own Hand writing to the Committee of Management in Jan. 1707.

The Red Lead, Lead, Lytharge and Silver, which is actually made at my Houses in Flintshire annually, and this last year made me more than the value of 7976 l. Therefore as the first Cost thereof was above 6000 l. I shall expect the Company to appropriate the Sum of Six Thousand Pounds, as a Fund to carry on the said Manufacture in Flintshire, from Midsummer 1707.

And if at Midsummer 1708. the Company shall dislike their Agreement with me for those Work-houses and Business, and will resign them again to me, I will on such Resignation Transfer back to the said Company as many Shares as they gave me for the same.

And in Case the said Company, after the Expiration of the first Year shall neglect to employ the said Works, or deny to furnish duly, at the least, Four Thousand Pounds, to carry on the Manufacturing of Lead Ore there, then and in such case the Workhouses, with their Utensils to Revert to me, upon Transferring back to the Company as many Shares as they gave me for the same, making reasonable Allowance for Use.

Note, It is always my Design to support and maintain (as now is) the Credit and settled Trade in Flintshire, and therefore must insist on power to carry on the same, if the Company will desist or neglect it.

The Number of Shares I expect for my Workhouses and Utensils (which for Contrivance and Situation is esteemed considerably) is Seventy Shares, with Liberty to sell them at Twelve Months, being given me in the nature of Money for a purchase, and the Shares I expect for letting the Company into my present Undertaking, and advantageous Trade of Smelting, Refining, and making Red Lead, &c. And for obliging myself to Aid and Assist, to the best of my Skill and Knowledge, the Company, in all their Undertakings, and great Concerns in this County and in South-Wales is One hundred and eighty Shares, which One hundred and eighty Shares I will be obliged to keep five Years, and then to keep One hundred and twenty Shares for Five Years longer, and sixty Shares the Remainder full five Years longer; so my Shares will be untransferable other than Sixty at five Years end, sixty at ten Years, and the other sixty at fifteen Years, which is more than two Apprentisships.

Thus the Managers, who contract with me on behalf of the Company, can incur no blame, nor the Company hazard any thing, because I oblige myself to give them the same Number of Shares they give me for the Works and take them again.

But because I actually Transfer and Assign over to the Company all my Interest in Trade, and all future Prospects of Gain, by the Manufacturing Lead Ore; and oblige myself faithfully to advise and direct the well managing of their much greater Affairs in South-Wales, for the consideration only of One hundred and eighty Shares. I shall and do expect in every Year wherein a Dividend of less than forty Shillings on a Share be made, That the Company make me good full 40 s. on each Share Yearly, or pay me in every Year wherein no such Dividend is made the Sum of Three hundred and sixty Pounds Quarterly, or in Two Payments; but in Case a Dividend be Yearly made of 40 s. on every Share, then no Demand shall be made of the 360 l. per Annum.

Note, That if by holding and enjoying the Benefit of 180 Shares, I have the Dividend of Three Pounds per Share Annually, it will amount to no more than 540 l. per Annum, which is not half the present Advantages I have in Trade.

Note, That the other 70 Shares I actually purchase, by selling to the Company all my Work-houses, &c. and the means of gaining a greater Annual Advantage.

It is also reasonable, and I hope the Company will consent, That as I accept the 180 Shares valued at 20 l. the Share, as 3600 l. in the joint Stock, if in Case the Shares shall come up to 30 l. the Share, I may at such time (if I please) sell off sixty Shares, because keeping then 120 Shares when worth 30 l. the Share, is keeping the same Stock in the Company 3600 l. And likewise if the Shares shall come up to 40 l. the Share, that then I may have Liberty to sell and transfer 30 Shares more, because 90 Shares at 40 l. the Share, is equal with 180 Shares at 20 l. per Share. If ever they come up to 50 l. the Share, the Company will be above the Want of any Help or Assistance from me, nor can want any thing to enlarge their Credit and Advantages. And therefore if I was admitted at such time to sell freely, it would perhaps be my Advantage: Tho' it's very improbable I should be hasty to sell when they may be likely to rise, and are of real Value to all concerned in the General Undertaking.

“Computing therefore the 70 Shares transferred me for my Works, &c. And the Convenience of carrying on a very profitable Trade: The Contrivance as well as Advantageous Situation ought to be valued and paid for: For which at 20 l. per Share, I can receive but 1400 l. And so valuing 180 Shares at 20 l. per Share, it cannot be called or esteemed above 3600 l.: An inconsiderable Sum for my transferring away and parting with an entire complete Undertaking; which produces me clear Annually above 1400 l, which by the Addition of Business from the Company's Stock, and Fund of six thousand Pounds, will be easily doubled, and then Manufacturing 48 Tun of Ore weekly, the Company gains 2800 l. per Annum from my Undertakings in Flintshire; which certainly will be thought to deserve a greater Sum than 3600 l. in Shares only.

“Add hereto the Service I may do the Company in their various and great Concerns in Cardiganshire, and Glamorganshire, and elsewhere: For Example, if the Company from all their Mines raise in every Year but 2000 Tun of Oar, which being to be smelted and refined, &c. If I can so direct, as to save in all the several Operations but equal to ten Shillings in a Tun of Ore, then I cause a Gain to the Company at 1000 per Annum.

“Thus the Company may be benefited by me 3800 l. per Annum, which is near 20 s. on every Share; besides the Convenience on all Occasions to be furnished with good able and experienced-Workmen.

It may be modestly computed, that the Company may make above 1200 Tun of Lead from Ore raised in their own Works and Mines, which producing only 20 Ounces, from every Tun, (all Sorts being at a Medium, so computed) of fine Silver in the Year, in such Case, the Company will have 24000 Ounces of Silver to Coin, which will make 6600 l., which will divide above 30 s. per Share more; for it must be concluded, that the Lead, Red Lead, and Lytharge, arising from the Company's own Ore, will over and above in Value and Sale, exceed all manner of Cost and Charges, which the Raising the said Ore, Smelting, and Refining, and Manufacturing the same can Cost, And by this Means the Company from their Mines receive 24000 Ounces of Silver, and from Flintshire may receive, 12512

In All 36512

Which 36512 Ounces fine Silver, will coin above ten thousand and fifty Pounds Sterling, which alone will divide on every Share 50 s. per Share full, the Expectation whereof, only induces me to come into the Company, whereby my Industry or Management may make me reasonable Compensation: And not the present having 180 Shares assign'd me under Limitations.

The second Paper is as followeth, viz.

An Account of The first Cost of 24 Tun of Ore per Week manufactured at Flint, constantly makes the Produce the Profit made as follows.
by Mr. Peck in Flintshire.

16 Tun of small Ore at 3 l. 15 s. carriage included	60	0	0
8 Tun of Round Potters Ore Ditto at 4 l. 15 s.	38	0	0
Cost of Smelting computed, as producing Lead at 20 s per Tun for the Lead made, which generally from the above Quantity is 16 Tun, ten hundred	16	10	0
			114 10 0

Charge to refine 10 Tun 10 Hundred of the said Lead at 20 s. per Tun. 10 | 10 | 0 |

Charges of Converting 8 Tun of the Lytharge into Red-lead 20 s. per Tun. 12 | 0 | 0 |

Cost of Casks for 10 Tun Lead Lytharge, and the Red-lead will be about 36 Barrels. 3 | 10 | 0 |

26 0 0

140 10 0

The Weekly product is,

2 Tun of Fine Lytharge at 8 l. per Tun.	16	0	0
8 Tun of Redlead at 9 l.	72	0	0
6 Tun of Lead in Pigs at 8 l.	48	0	0
			136 0 0

Thus I allow half a Tun to be wasted in Refining, &c.

13 Ounces } The Silver produced from 10 Tun 10 Hundred
in the Tun } of Lead will be 136 Ounces at 5 l. 6 s. 37 | 8 | 0 |

Produce 173 8 0

Cost 140 10 0

Gain per Week 32 18 0

Admit the Works go Regular but 46 Weeks in the 52

Weeks Yearly, multiply the 32 l. 18 s. 46 times and

the Yearly Profit is fifteen hundred and thirteen

Pounds eight Shillings. 1513 8 0 |

Note if Lead sold dearer, Ore costs more, so the Profits will be equal; all these are computed Long Weight, which is above seven and a half per Cent. Advantage.

If twice the Quantity be manufactured gain Annual. 3026 16 0 |

The Annual Produce, with the Cost and Charge.

Of Lead Lytharge 92 Tun at 8 l.	736	0	0
Of Redlead 368 Tun at 9 l.	3312	0	0
Of Lead in Pigs 276 Tun at 8 l.	2208	0	0
			6256 0 0
Of Silver 6256 Ounces at 5 s. 6 d.			1720 8 0

Produce 7976 8 0

First Cost and Charge

Of 736 Tun of small Ore at 3 l. 15 s.	2760	0	0
Of 368 Tun of Round Ore at 4 l. 15 s.	1748	0	0
Cost of making 759 Tun of Lead	759	0	0
Cost of refining 483 Tun at 20 s.	483	0	0
Cost of making 368 Tun Redlead	552	0	0
Cost of Barrels for the Whole	161	0	0
			6463 0 0

Out of which Deduct,

For Servants, viz.

Agent to weigh Ore on the Mountains,	20		
Agent to manage Carriage, &c.	10		
Agent for Smelting Houses	20		
Agent for Refining Houses, and Redlead Works.	10		
Book-keeper	30		
			90 0 0

Annual Increase 1423 8 0

Head

Heads of an Agreement made by and between Sir Humphry Mackworth of Neath in the County of Glamorgan Knight, on behalf of the Governor and Company of the Mine Adventurers of England; and Daniel Peck of Flint in the County of Flint Gentleman, in Manner and Form following, viz.

Imp. **T**HE said Sir Humphry Mackworth, on behalf of the Governor and Company afore said, doth hereby promise and agree, to transfer or cause to be transferred, to Mr. Thomas Carbonell of London Merchant, and Mr. William Shiers of London Gentleman, in Trust for the said Daniel Peck afore said, his Executors, Administrators and Assins, in the Books of the said Company, two hundred Shares of the Stock, Mines, Lands, Tenements, and Hereditaments of the said Company, and also to pay or cause to be paid, to the said Daniel Peck, as, or in Part of a Dividend thereon, the Annual Sum of three hundred Pounds, whether there be any Dividend made on the Residue of the Shares or not; and in Case the Company shall divide to the Partners a greater Dividend then thirty Shillings on every Share, the said Daniel Peck is to have his full Proportion thereon, as an Addition to, or encrease of Profit of the said Annual Payment upon his said 200 Shares, so as the Dividend on the said Shares of the said Daniel Peck, shall always be as high and equal to all Advantages by Dividend, as on the other Shares, and yet never under the Rate of 30 s. on each Share clear to the said Daniel Peck yearly.

The 1st Agreement with Mr. Peck 31st of May, 1707.

Item, It is agreed, that the said Thomas Carbonell and William Shiers, shall declare a Trust on the said Transfer of Shares as follows (that is to say,) that the said Daniel Peck, his Executors, Administrators or Assins, shall constantly receive the Dividend on the Shares in Manner afore said, but that the said Thomas Carbonell and William Shiers shall not sell or transfer the said Shares to any other Person or Persons, otherwise than hereafter expressed, viz. that the said Daniel Peck shall be at Liberty to sell fifty Shares, being one fourth Part of the said 200 Shares, at the End and Determination of five Years from the Date hereof, and fifty Shares more, at the End and Determination of ten Years from the Date hereof, and the remaining 100 Shares, at the End and Determination of fifteen Years from the Date hereof, and not otherwise.

Item, It is agreed, that in Consideration of the Shares to be transferred as afore said, that the said Daniel Peck shall, and doth hereby promise, to assign over to the said Company, all his Interest to, and in the Workhouses, Tools, and Workmen in the said County of Flint, made use of, or employed in Smelting Lead Ore, Extracting Silver out of Lead, and in making Redlead and Lytharge, and shall not after the 24th Day of June next, either by himself, or others for him, follow, or any wise concern himself in the Smelting, Refining, or Extracting Silver or Gold out of any Ore or Metal whatsoever, or in making Lytharge or Redlead, within the Kingdom of Great Britain, for the Term of fifteen Years, from the Date hereof, but shall for, and during the said Term of fifteen Years, to the utmost of his Power, be aiding, and assisting to the said Company, and with the best of his Knowledge, advise, direct, and instruct their Agents, and Workmen, in the Dominion of Wales, in the Art of Smelting and Refining of Lead Ore, and Lead, and in making Lytharge and Redlead, and in advancing and improving the Company's Undertaking in General; without bringing his riding or travelling Charges to the Company's Account; the said Daniel Peck, appropriating to the said Company's Service, nine Months in every Year afore said, reserving to himself for his other Affairs three Months, as his Business as Receiver General may require.

After the 24th of June 1707. the works to be carried on for Company.

Item, It is agreed, that the said Daniel Peck, shall upon reasonable request and notice, furnish the Company with Coal from all such Pits, or Mouths, where he shall get or raise Coals in the County of Flint, at the Rate of four Shillings the Tun, of the Customary Measure of the Country delivered at the Pit, and shall be aiding and assisting, to procure as cheap Carriage as may be for the same, to the several Workhouses and Places belonging to the said Company, the Charge of such Carriage, to be defrayed by the Company at all times.

Item, It is agreed, that the said Daniel Peck, shall from time to time, be ready and willing, to the best of his Skill, upon Request or Order from the said Company, to buy and contract, for Lead Ore, and Copper Ore for the said Company, at as cheap Rates as he can; and shall not vent, or Work any Lead or Copper, more than now he actual enjoys, on or before the Date hereof contracted for, but for the Company's use, or with License under the Company's Seal, it being the true intent and meaning hereof, that such Lead or Copper Mines, that the said Daniel Peck shall from the Day of the Date hereof purchase, Lease, or contract for, shall be by, and with the Consent of the Governor, Deputy Governor of the said Company, and for the Benefit of the said Company.

Item, It is agreed, that the said Company may erect more, or other Workhouses, or Buildings, on the Lands or Tenements which the said Daniel Peck holds by Lease, of John Parry late of Cornist Gentleman, wherein to smelt Lead, and Copper Ore, and to refine the same, the said Company paying reasonable Rent, or Trespas for such Field or Ground, wherein they build; and what Trespas may happen by Reason of any Way, or Ways for Carriage, to such their Buildings not exceeding the Rent of so much Lands.

Item, It is hereby agreed, that from and after the 24th of June next, all Servants, and Workmen's Wages, which now are, or shall be working at the several Workhouses, shall be paid by the said Company, to each Person respectively agreeable to the Contracts, as are already made, or shall be made, by the said Daniel Peck, with such Servants, or Workmen, which he shall employ for their Service, until the said Company give Orders to the contrary.

Item, It is agreed, that the said Daniel Peck shall more particularly manage and oversee the Company's Works, and Concerns in the County of Flint, without any other Salary or Consideration, than of 200 Shares to be assigned, and the Advantages arising therefrom.

Item, It is agreed by the said Parties, that in Case the Governor and Company, shall neglect or refuse to execute a Deed, or Agreement, pursuant to the Presents, within these Space of two Months, then these Presents shall be void and of none effect. In Witness, the Parties hereto have interchangably set their Hands, the 31st Day of May 1707, at Flint. Memorandum, It is farther agreed, by the Parties to these Presents, and it is the true intent and meaning hereof,

that the said Daniel Peck, shall not at any time after the Expiration of fifteen Years afore expressed, concern, or engage himself, in any Mineral Affairs whatsoever, (except Coal) without Consent of the Governor of the said Company for the time being,

Daniel Peck

Sign'd in the Presence of Us,

Daniel Lloyd,

Francis Hopwood,

Heads of Agreement made by and between Sir Humphry Mackworth of Neath in the County of Glamorgan Knight, for, and on behalf of the Governor and Company of the Mine Adventurers of England; and Daniel Peck of Flint in the County of Flint, as follows, viz.

Another Agreement the same 31st May, 1707. with Mr. Peck.

THE said Daniel Peck, doth hereby bargain, and sell unto the said Sir Humphry Mackworth, or his Assigns, the following Goods and Merchandises; (that is to say) forty Tun of Lead to be weighed and delivered at the smelting House at Pennyball, thirty Tun of Lead at Nantnock, fifty five of Lead at Flint; also thirty Tun of Redlead in Casks, at the Redlead Mills on Hollywell River, and thirty Tun of Redlead at the Mill of Leadbrooke; also one hundred Tun of Roundlead, Potters Ore, and fifty Tun of small Ore, and fifteen Tun of Lead, Lytharge, which Goods, and Quantities of Goods, to be delivered to the said Sir Humphry Mackworth, or his Order, on, or before the 24th Day of June next: And the said Daniel Peck doth agree, that the said Goods shall be weighed and delivered by the long Weight of twenty hundred to each Tun, every hundred containing sixscore Pounds. And further, the said Daniel Peck doth hereby sell unto the said Sir Humphry Mackworth, all those Slaggs of Lead, and Lead Ore, now lying at Pennyball, Smelting Houses with all the Wood there remaining, Tools, Workhouses, and other Materials bought by the said Daniel Peck, of Samuel Taylor, Jonathan Robinson of Chester Gentleman. And also one hundred Tun of small Lead Ore, to be likewise delivered agreeable to the Contract with Taylor and Robinson: In Consideration whereof, the said Sir Humphry Mackworth doth promise and agree to pay, to the said Daniel Peck, or his Order, the Rates or Prices following, for each several Goods, (*viz.*) For every Tun of Lead, the Sum of eight Pounds, for every Tun of Redlead, eight Pounds ten Shillings, for every Tun of Lytharge, seven Pounds, for every Tun of Round Potters Ore, four Pounds fifteen Shillings, for every Tun of small Ore, three Pounds fifteen Shillings, for the Parcel of Lead Ore, Slaggs, Wood, Workhouses, Tools, and other Materials, at, and belonging to the Workhouses at Pennyball, six hundred and sixty Pounds; and for the one hundred Tuns of small Ore, bought of Mr. Robinson and Taylor by Contract, the Sum of three hundred and fifty Pounds. And it's further agreed, that the said Sir Humphry Mackworth shall pay in full Satisfaction of the Lead mentioned, the Sum of one thousand Pounds, within 15 Days from the Date hereof, to the said Daniel Peck, or his Order in London. And that for all other the said Goods and Merchandizes above expressed, which amounts to the Sum of two thousand two hundred eighty seven Pounds ten Shillings; if the said Governor and Company aforesaid do not accept of the last mentioned Goods, according to this Agreement, within the Space of two Months; Then these Presents to be void, excepting only for the one hundred twenty five of Lead above mentioned. In witness whereof, the Parties hereunto set their Hands Interchangeably this 31st Day of May 1707,

Daniel Peck.

Memorandum, It's agreed, that what Bone Ashes remain at the refining House, shall be measured and paid for, as they cost the said Daniel Peck, with the Charge of Delivery at Flint.

The Amounts of the Goods.

125 Tun of Lead at 8 l. per Tun.	1000	0	0
The other Parcels			
60 Tun of Redlead at 8 l. 10 s.	510	0	0
100 Tun of Roundlead at 4 l. 15 s.	475	0	0
50 Tun of small Lead Ore at 3 l. 15 s.	187	10	0
15 Tun of Lytharge at 7 l.	105	0	0
Lead Ore, Slaggs, Wood, Workhouses and Appurtenances at Pennyball.	660	0	0
The 100 Tun of small Ore by Contract to Mr. Robinson and Taylor.	350	0	0
	2287	10	0
	3287	10	0

Sign'd in the Presence of Us,

David Lloyd,

Francis Hopwood.

Errors excepted,

May 31st 1707, Daniel Peck.

3d Agreement 31st May, 1707. with Mr. Peck.

Whereas, in the Agreement made between us this Present 31st Day of May, in the Year one thousand seven hundred and seven, amongst other things for transferring of divers Shares in the Mines in Cardiganshire, upon certain Conditions therein mentioned: It is declared, that if the Governor and Company of the Mine Adventurers of England, shall not approve of the same, within the Space of two Months after the Date thereof, then the same shall be void, which was so expressed, in Order to bring the same to a more speedy Determination. It's hereby further agreed, that the said Agreements shall be binding, in Case the said Company shall ratify the same within the Space of six Months next ensuing. In witness whereof, we have hereunto set our Hands the Day and Year above mentioned,

Sign'd in the Presence of Us,

David Lloyd,

Francis Hopwood.

Humphry Mackworth,

Daniel Peck.

At

At a Court of Directors held the 11th Day of June, 1707. Present Sir Thomas Mackworth, Mr. Freeman Collins, William Fenwick, Esq, George Pask, Esq, Mr. George Jackson, Mr. Edward Harrison, and Mr. John Preston, it was

ORDERED, That Sir Humphry Mackworth be, and is hereby empowered to make such Contracts, or Bargains, for Smelters, Refiners, Miners, or other Artists; and also for Lead and Copper Ore, and Mines, and for Product and Duties arising from the same, as he shall judge for the Interest and Service of this Company, and that the Committee of Treasury do pay for the same. Which Order was communicated to Sir Humphry Mackworth, by the Secretary, in the Words following, that is to say,

SIR,

THE Court of Directors being so entirely satisfied in your prudent Conduct, and Management of Affairs for the Interest of this Company, did Yesterday (*Nemine Contradicente*) make the inclosed Order, and commanded me to convey the same to you; with their Humble Service: and withal Ordered me to acquaint you, that if you wanted farther Powers for perfecting any Agreements you are upon, they shall speedily be dispatched, which was all in Command to Sir

Your Humble Servant, William Shiers.

The Directors sent the following Letter to Sir Humphry Mackworth: July, 2. 1707.

SIR,

YOUR obliging Letter of the 28th of June was read at the last Court of Directors, where we voted you our Thanks for your Kindness to the Company, in putting in execution those Powers which were lately sent you by an Order of the Court, and for acquainting us that you have already agreed with some Artists, who are likely to improve our undertaking, and beg Leave to desire you to put Mr. Waller in mind of employing as many Hands as possible he can in raising Ore to supply the Works at Neath before Winter come, which will make the Carriage more difficult and hazardous than now, and likewise to Order the Building of Slagg Hearths at the Silver Mills, for Smelting the Slaggs of the waste Hills, but we need not be perticular in our Request, since you are pleas'd to give us such Assurance of your sincere Endeavours to promote the Interest of the Company; which we are so well satisfy'd with, that if it were necessary to enlarge your Powers, we take Leave to Assure you, that whatever Methods you think most proper to take, in order to increase the Quantities of Lead and Bullion, or for the Enlargement of our Undertaking, and Advancing it to the greatest Perfection, we intirely refer to your Conduct and Direction, who are, Sir,

Your Humble Servants,

Tho. Mackworth, Tho. Breton, John Preston, Edward Harrison, William Pemble, George Pask, Edward Broomfeild, Ja. Hallet, Freeman Collins.

Sir H. M. to the Directors, July, 1707.

Gentlemen,

I Return you Thanks for your last obliging Letter, and have observed the Contents of it; I have viewed all the Mines but one; but I am engaged to meet Sir Edward Stradling, and other Gentlemen, at the Quarter Sessions at Neath, which begins on Tuesday next. I hope you will find that I have not been wanting to promote the Interest of this Company in this County, which I intend to Visit again before the End of the Summer. We have consulted with Mr. Waller how to quicken all our Affairs in these Parts, both as to raising Ore, and to Smelting and Refining of it, so that you may have a Regular Return made, and know what you have to depend upon, and I had rather you should know the State of the Mines by the Effects, than by a long Letter, which I have not now time to write to you; but I must say in general, that having so many Mines, and some of them so wide and so Rich; it seems very improbable that with good Management we can want Quantities. They are now instructed how to make their Tests more lasting, and how to Smelt and Refine to better Advantage, and I am so sensible of these Improvements, that I am desirous to make greater, if possible, by viewing all the Mines and Workhouses in Derbyshire, and in the North of England; and if I can be any wise serviceable to the Company, and in such manner as may be acceptable to you, I shall think my self very happy, who am (with great respect)

Honour'd Sirs, &c.

H. M.

The two following Accounts were sent up by Mr. Peck.

The Govern^r and Company of Mine-Adventures of England D^r to Daniel Peck.

Mr. Peck's Accounts.

To 125 Tun of Lead to be shipt from Flint, as they shall Order.	1000 00 00	June 2.
To 535 Bars of Lead delivered this day to the Refiner.		
Benj. Perrin at Flint, which weighed 10 Tun 16 Hundred at 8 l.	86 08 00	
To 387 Bars of Lead delivered this day to the Refiner.		
Ja. Salmon at Leadbrook w ^h weighed 7 Tun 17 Hund. 2 Quar. at 8 l.	63 00 00	149 8 00
To 6 Pieces of fine Silver delivered to the London Carrier, weight 202 Ounces, 4 penny w ^t . at 5 s. 7 d.		56 08 11
		1205 16 11

June 30. 1707.

We approve of this Account, and order Mr. Shiers to pay the Ballance, Tho. Mackworth, Tho. Breton.

The

The Governor and Company of Mine-Adventurers of England, Per Contra Creditor.

By Payment of my Two Bills of Exchange drawn on Mr. William Shiers, in favour of Mr. John Capper, dated the 14 th of June for	200 00 00	
By Payment of my Two Bills of Exchange drawn on Mr. William Shiers, in favour of Mr. John Capper, dated the 14 th of June for	250 00 00	
	300 00 00	
	250 00 00	
By Payment of my Bill of Exchange drawn the 28 th of June, on Mr. William Shiers, in favour of Mr. John Capper.		1000 00 00
		205 16 11
Errors excepted, Dan. Peck.		1205 16 11

June 30th, 1707. This Account has been perused and approved by me, *H. Mackworth.*

The Governor and Company of Mine-Adventures of England D^r. to Daniel Peck.

June 1707.	To 60 Tuns of Read Lead to be Shipt from Leadbrook, and Holywell mill, at 8 l. 10 s. per Tun.		510 00 00
June 24.	To 100 Tun of Round Lead Ore, at 4 l. 15 s.	475 00 00	
	To 50 Tun of small Lead Ore, at 3 l. 15 s.	187 10 00	
			662 10 00
D ^r .	To the whole Parcel of Lead, Slaggs, and all the Wood, with other Materials on the Penny-ball Mountains, bought of Messieurs Taylor, and Company.	660 00 00	
D ^r .	To 100 Tun of small Lead Ore, bought of the same Messieurs Taylor and Robinson, at 3 l. 10 s.	350 00 00	
			1010 00 00
			2182 10 00

Memorandum, The Article for 660 l. for Lead Slaggs, and other Materials at Penny-ball Mountains, is the purchase Money Daniel Peck paid Taylor and Robinson for the Lead Slaggs, which they oblige themselves shall produce 60 Tun of Lead at the least or else refund proportionable. The Wood and Works with Materials there, are valued at 320 l. besides, as by a Deed bearing date the 10th of April, which Daniel Peck Assigns the Company on the Terms he bought the same himself.

30 June 1707.

We approve of this Account, and order Mr. Shiers to pay the Balance. *Tho. Mackworth, Tho. Breton.*

Per Contra Creditor.

By 5 Cash sealed Notes for one hundred Pounds each, at 6 per Cent, payable 3 Months after demand to be delivered Mr. John Capper in London.	500 00 00	
By 5 sealed Notes for one hundred Pounds each, at 4 and half per Cent, payable one Month after demand, to be also delivered Mr. John Capper in London.	500 00 00	
		1000 00 00
By 5 sealed Notes at one hundred Pounds each, at 6 per Cent, payable at 3 Months demand, to be sent Daniel Peck to Chester.	500 00 00	
By 2 sealed Notes for one hundred Pounds each at 4 and half per Cent, payable at one Months notice.	200 00 00	
By 5 Bills of Exchange to be sent to Daniel Peck, payable to his Order, after 30 days acceptance or sight, for one hundred Pounds each, and one for eighty two pounds ten Shillings.	482 10 00	
June 30. 1707.		1182 10 00
Errors excepted, Daniel Peck.		2182 10 00

June 30. 1707.

I have perus'd this Account, and do find it agreeable to the Bargains made between us, on the behalf of the Company,

H. Mackworth.

At a Committee of Management held at the Mine-House on the 15th of July, 1707.

*Sir Thomas Mackworth,
Thomas Breton, Esq;*

This Committee receiving Information from the Deputy-Governour, that in pursuance of the Order of the Court of Directors, he had agreed with Mr. Peck, amongst other things, for several Parcels of Ore, Lead, Lytharge, and Red-lead, amounting in the whole to the Sum of 3383 l. 6 s. 11 d.

And that there were several other Parcels of Lead and Ore to be bought in that County at a cheap rate; for which with Mr. Peck's Assistance the Proprietors thereof would be prevailed upon to take the Company's Bills, to be paid the one-half thereof in three Months, and the other Moiety in Six Months, in which time a great part thereof might be sold, and Money brought in to answer the same.

And that Mr. Peck being Receiver for the Queen's Rents in North Wales, and concerned in Salt Works, and also in Returns of Money from those parts to London, had promised to bring our Bills into Credit and Circulation in the County of Cheshire and North Wales, and amongst all his Factors and Dealers in other Places.

Ordered, That the said Three thousand, Three hundred, Eight eight Pounds, Six Shillings and Eleven Pence, be paid according to the said Agreement, and that Mr. Dykes Issue out such Notes and Bills, to be deposited and intrusted in the Hands of Mr. Peck, or his Order, as he shall have occasion to dispose of for ready Money, Lead, or Lead Ore, or good Bills of Exchange, for the Use of the Company. The money paid on the Agreement with Mr. Peck.

An Abstract of Letters from Mr. Peck to Mr. Shiers.

HE advises that he had drawn Two Bills on Account of Lead sold Sir Humphry Mackworth, &c. one for 200 l. the other for 250 l. payable to Mr. Capper, Sir Humphry having acquainted him he believed Money was in readiness to answer the same. Letter dated the 11th of June. 1707.

He farther advises of his drawing Two Bills more, one for 300 l. and the other 250 l. payable to the said Capper. June 13. 1707.

He incloses an Account of the Goods sold by the said first Agreement; in which Account he makes the Company D^r. as per Acco^t. above. And by the said Letter, advises the sending the Bullion, mentioned in the said Account; and that the 1000 l. paid Mr. Capper on his four Bills were on account of Lead mentioned in the said Account: and that he had that day drawn for 205 l. 16 s. 11 d. in favour of Mr. Capper, on account, and for the above Parcel of Silver, and for Quantity of Lead delivered, to be refined for the Company's Account, at the Work-houses of Flint and Leadbrook. And in the same Letter was under writ the following Memorandum: The Balance of the within Account being 205 l. 16 s. 11 d. is to be paid to Mr. Peck, and then the Work-houses are employed for the Company's Service, from the 24th of this Month. June 28. 1707. Bullion.

He did inclose a further Account of Goods, &c. sold, and also makes the Company D^r. to Dan. Peck as per Account above. And by the said Letter Mr. Peck directed that Ten sealed Bills of 100 l. each, should be delivered to Mr. John Capper, and that the other Bills specified in the said Account amounting to 1182 l. 10 s. should be sent by the Post, directed to the said Mr. Peck in Chester; which Bills for 1000 l. were delivered to Mr. Capper as per Receipt, and those for 1182 l. 10 s. Mr. Peck acknowledged to have received by his Letters dated the 7th and 11th of July, 1707. In which Letters he advises the sending 242 Ounces 14 Pennyweight of Bullion produced from Lead belonging to the Company. July 7. and 11. 1707. Bullion.

The said Mr. Peck doth further advises that the Works there, since the 24th of June going on for July 18. 1707. the Company's Account, and at their Charge he should be obliged, before the Expiration of that Month, to draw for 200 l. to pay on the Company's Account, to the divers employed, &c.

He advised that he had sent the Carriers Note for Silver, and that Sir Humphry Mackworth told him that he had writ to have a Stamp sent down for marking the Company's Lead. July 23. 1707.

He adviseth that he had Three Ships which he hired to load then so soon as they shall arrive, and shall ship all the Lead, and Red Lead, which Sir Humphry Mackworth bought of him, and what is making daily for the Company's Account, should be dispatched for a Market, as Vessels should offer. And he farther advises that he had drawn two Bills for 350 l. in favour of Mr. John Capper. Aug. 2. 1707.

He adviseth of drawing a Bill for 150 l. in favour of the said Capper. Aug. 11. 1707.
On the 16th of August Mr. Peck acquainted Mr. Shiers, that he expected Directions about Lead for Pembroke on Monday, otherwise 100 Tun will go hence for Bristol, without delay, and that he must send the same without the Company's Mark, because he had not yet Received the Company's Stamps. Aug. 16. 1707.

And Mr. Brunts, Agent to Mr. Peck adviseth that five Cash Notes for 100 l. each, came to hand. And on the 25th farther adviseth that Bills for 1000 l. were received, and that the Carrier by whom the Stamps were sent, would not be there until the next day, and that on Thursday he shall send four Pieces of Silver containing 227 Ounces 5 Penny-weight, and that he had cleared two Ships of Lead for Bristol. Aug. 25. 1707.

And Mr. Peck on the 27th of August adviseth, that the next day he should make a Contract for a Quantity of Oar for the Company, and that he had shipped 34 Tun 17 hundred of Lead in the Ore bought. Aug. 27. 1707.
Elizabeth, John Young, for Bristol, and that day should clear another Vessel for Bristol called the Lawrel. Ore bought.

Adviseth that he had bought for the Company 200 Tun of Lead Ore, and shall send 74 Tun of it to Neath, part being already shipped, and another Vessel would begin to load that day for the same Place, and that he endorsed five Cash Notes for 100 l. each, and that he had not then received the Stamps for the Lead. Sept. 2. 1707.

He saith he has Received five sealed Bills, and that he would keep the Cash Notes payable blank days after sight, in his Hands, and use them as sparing as he could, for the Benefit of the Company, and therefore desired five seal'd Bills of 100 l. each, payable at three or six Months, which he hoped to apply instead of other Notes. Sept. 16. 1707.

He adviseth that he had shipped off some Lead for London, and desired the Person's Name that takes up the Company's Lead at the Custom-house, in Order to take the Bills of Lading in his Name. Sept. 20. 1707.

And by his Letter dated 24th September, 1707. adviseth the Receipt of five Bills of 100 l. each, and that he would the next Week load another Vessel with Ore for Neath, which would conduce much to the Company's Advantage to have their fine soft Ore to mix with the stiff Ore, for it will help the Running, and draw out the Silver from the most barren Ore. Letter dated Sept. 24. 1707.

Saith that on the Monday after he should be at Bristol, from whence if he received no Commands, designed directly for London; That the Lead Ships which he formerly advised to be dispatched from Flint to Bristol, were in Dublin Bay, attending a Wind only, a Convoy being ready to proceed with them to Bristol. That the two Ships hired to Load for London and Holland, were also in Dublin Bay, and expected every Day at Flint, from whence they shall be dispatched in a few Days, which will take off the Effects, and give an Opportunity to procure an Advance of the Value in Cash to be paid in London the next Month, for a farther supply for Neath, he had bought 200 Tuns of Ore and 100 Tuns of Lead, which had not been refined, the Ore he would order to Neath, and the Lead should either be sent to Neath, or refined at Flint; And also advised that the Ship Prosperous, which had 55 Tun of Ore for Neath, was on the 9th at Dublin, but will proceed for Neath with the Bristol Convoy, the Rebecca with 30 Tun of Ore not sailed out of the River; And that his Payments to Workmen, &c. to Michaelmas Quarter, and the October 22. 200 Tuns of Ore. 100 Tuns of Lead bought for the Company.

Provision of Ore for the Bunning Quarter, with other Purchases for Neath; having required so great a Sum, that he was obliged that Post, to draw two Bills for 250 £ each, in favour of the said John Copper. And by a Postscript to the said Letter, he advised that one of the Ships he expected was arrived in the River to load for Holland. All which Bills aforesaid were duly paid, as by the same may appear. And the Company ought to have had as much Silver from the Lead, as was sent at 12 s. per Ton. A Particular of Lead Ore, Red Lead, and Lytharge, shipped to Bristol, Neath, and Rotterdam, by said Peck, to the use of the said Company, as by Invoices signed and delivered into the Office by the said Mr. Peck.

Invoices of Mr. Peck. Invoice of 174 Pigs of Lead, Shipped on Board the *Amity Ketch*, William Cosker Master, for Bristol, for the proper Account of the Governours and Company of the Mine-Adventurers of England, and consigned to Madam Eliz. Day, and Mr. Lewis Casemajor. Errors excepted Dan. Peck.

Invoice of 236 Pigs of Lead, shipped on Board the *Elizabeth*, John Young Master, for Bristol, and consigned to Madam Day, and Mr. Lewis Casemajor.

Errors excepted, Dan. Peck.

Invoice and Bill of Lading of 150 Barrels of Red Lead, and 70 Barrels of Lytharge, shipped on Board the *Henry and Susanna*, Richard Charles Master, for Rotterdam, containing 70 Tun, 7 Hundred, 27 Pound.

Invoice of 160 Barrels of Red Lead, and 85 Barrels of Lytharge, shipped on Board the *Coronation*, J. Freeland Master, for Rotterdam, containing 74 Tun, 12 Hundred, 6 Pound.

Invoice of 235 Pigs of Lead, and 80 Barrels of Red Lead, shipped on Board the *Laurel*, Henry Clegg Master, for Bristol.

The Goods not received, nor the value. Note,---That the Company never received any part of the Lead, Lytharge, and Red Lead above-mentioned, notwithstanding the Invoices given in as aforesaid; but the said Mr. Peck received the value thereof to his own Use, as is pretended by the Factors at Bristol; and the other Factors alledge that they had other Invoices sent to them, and consigned to their own Use.

Nov. 4. 1707. The Committee appointed to perfect Agreements. At a Court of Directors held the 4th Day of November, 1707. Present, Sir Humphry Mackworth, Sir James Hallett, Mr. Harrison, Mr. Collins, Mr. Fenwick, Mr. Pask, Mr. Breton, Mr. Bromfield, Mr. Jackson, and Mr. Preston.

Sir Humphry Mackworth acquainting this Court, that in pursuance to their Order, he had made a considerable Progress in several Matters referred to him, which he apprehended would very much tend to the Service of the Company; but having not fully perfected all the Agreements, and desiring the Advice and Assistance of such Directors as they should think fit.

Ordered, That William Fenwick, Esq; Thomas Breton, Esq; and George Pask, Esq; be, and are hereby empowered to perfect such Proposals and Agreements for the Service of the Company, as they shall think fit.

At a Committee of Management held on Monday, Nov. 10. 1707.

Report of Sir H. to the Committee. Sir Humphry Mackworth acquainted this Committee with the Grant he had obtained from the Corporation of Neath, and with several Observations he had made for Improvement of the Affairs of this Company, both in Cardiganshire, Flintshire, and Denbysire, and with some Contracts made for the Service of the Company; all which the Committee approved and desired that he would make farther Progress therein to be communicated from time to time to this Committee.

November 12. At a Court of Directors present.

Mr. Breton reported from the Committee, empowered to perfect the Proposals and Agreements, made by Sir Humphry Mackworth, by order of this Court, that Sir H. M. had taken a Grant from the Corporation of Neath, for Liberty of loading and unloading the Goods, belonging to this Company at the Bank of Neath, which they had approved, being of Opinion, that the same was very much for the Company's Service.

Report of Mr. Breton. About Secrecy. And Mr. Breton farther reported from the said Committee, that Sir Hum. Mackworth had laid before them several other Matters, which would require Secrecy in the Nature of their Management, and that they had made some Progress therein, and were of Opinion, that they would considerably tend to the Service of the Company, and desired that Sir Thomas Mackworth might be added to the said Committee.

Ordered, That Sir Thomas Mackworth be, and is hereby added to the said Committee.

At a Committee of Management held at the Mine-House on Tuesday, November 12. 1707.

Sir Thomas Mackworth added to the Committee. Sir Thomas Mackworth being added to this Committee, Sir Humphry repeated the Substance of what was discoursed on in the former Committee; and several Matters being then debated with relation to several Bargains, and Contracts made in the County of Flint. The Committee were of Opinion, that Sir Humphry should proceed to perfect the said Contracts, and report what Progress he had made therein at the next meeting.

At a Committee of Management, &c. on Friday, November 21. 1707.

About perfecting the Agreement with Mr. Peck. Sir Humphry Mackworth Reported that he had farther proceeded towards perfecting the Agreement with Mr. Peck for all his Workhouses, Tools and Workmen; and for his Assistance in the Company's Service, which the Committee approved off.

At a Committee of Management, held, &c. on Thursday, Novemb. 27. 1707.

Mr Peck's Agreement confirmed. Ordered, That the Conditional Agreement made by Sir H. Mackworth with Mr. Peck, be ratified and confirmed; and that Mr. Breton be desired to draw the Instrument of Ratification, and that the Company's Seal be affixed thereto.

ARTICLES of Agreement, indented, made, concluded and agreed upon, by and between the Governour and Company of the Mine-Adventurers of England of the one part; and Daniel Peck of Flint, in the County of Flint, within the Principality of Wales, Gent. of the other part, this tenth Day of November, in the sixth Year of the Reign of our Sovereign Lady ANNE, by the Grace of God, of Great Britain, France and Ireland, Queen, Defender of the Faith, &c. Annoque Dom'. 1707.

Whereas by an Agreement, made by and between Sir Humphry Mackworth, of Neath, in the County of Glamorgan. Kt. on behalf of the said Governour and Company of the Mine-Adventurers of England, on the one part, and the said D. Peck on the other part, in the Words, or to the Effect following. A Confirmation of the Agreement with Mr. Peck.

Imprimis, The said Sir Humphry Mackworth, on behalf of the Governour and Company aforesaid; doth hereby promise and agree to transfer, or cause to be transferr'd, to Mr. Thomas Carbonell of London, Merchant, and William Shiers of London, Gent. in Trust for the said D. Peck, his Executors, Administrators or Assignes, in the Books of the said Company, Two hundred Shares of the Stock Mines, Lands, Tenements, and Hereditaments of the said Company. And also to pay, or cause to be paid to the said Dan. Peck, as, or in part of a Dividend thereon, the Annual Sum of 300 l. whether there be any Dividend made on the Residue of the Shares or not. And in case the Company shall divide to the Partners a greater Dividend than 30 s. on every Share; the said Dan. Peck is to have his full Proportion thereon, as an Addition to, or Increase of Profit of the said Annual Payment, upon his said 205 Shares, so as the Dividend on the said Shares of the said Dan. Peck, shall always be as high and equal to all Advantages by Dividends, as on the other Shares; and yet never under the rate of 30 s. on each Share clear to the said Dan. Peck yearly. **Item,** It is agreed, That the said Thomas Carbonell and William Shiers shall declare a Trust on the said Transfer of Shares, as follows; (that is to say) That the said Dan. Peck, his Executors, Administrators or Assigns, shall constantly receive the Dividend on the Shares in manner aforesaid; but that the said Thomas Carbonell and William Shiers shall not sell or transfer the said Shares to any other Person or Persons, otherwise than hereafter expressed; (*viz.*) That the said Daniel Peck shall be at Liberty to sell 50 Shares, being one fourth part of the said 200 Shares, at the End or Determination of five Years from the Date hereof; and fifty Shares more at the End and Determination of ten Years from the Date hereof, and the Remainder 100 Shares, at the End and Determination of 15 Years from the Date hereof, and not otherwise. **Item,** It is agreed, That in Consideration of the Shares to be transferred as aforesaid, that the said Dan. Peck shall and doth hereby promise to assign over to the said Company all his Interest to and in the Work-houses and Work men in the said County of Flint, made use of or employed in smelting Lead Ore, extracting Silver out of Lead, and in making Red Lead and Lytharge; and shall not after the 24th Day of June next, either by himself, or others for him, follow, or any wise concern himself in the smelting, refining, or extracting Silver or Gold out of any Ore or Metall whatsoever, or in making Lytharge or Red Lead, within the Kingdom of Great Britain, for the Term of 15 Years from the Date hereof; but shall for and during the said Term of 15 Years, to the utmost of his Power, be aiding and assisting to the said Company; and with the best of his Knowledge advise, direct and instruct their Agents and Work-men in the Dominion of Wales, in the Art of smelting and refining of Lead Ore and Lead, and in making Lytharge and Red Lead, and in advancing and improving the Company's Undertaking in general, without bringing his Riding or Travelling Charges to the Company's Account; the said Dan. Peck appropriating to the said Company's Service nine Months in every Year aforesaid, reserving to himself, for his other Affairs, three Months, as his Business as Receiver General may require. **Item,** It is agreed, That the said Dan. Peck shall upon reasonable Request and Notice, furnish the Company with Coal from all such Pits or Mouths, where he shall get or raise Coal in the County of Flint, at the Rate of four Shillings the Tun of the Customary Measure of the Country delivered at the Pit; and shall be aiding and assisting to procure as cheap Carriage as may be for the same to the several Work-houses and Places belonging to the said Company, the Charge of such Carriage to be defrayed by the Company at all times. **Item,** It is agreed, That the said Dan. Peck shall from time to time be ready and willing to the best of his Skill, upon Request or Order from the Company, to buy and contract for Lead Ore and Copper Ore for the said Company, at as cheap Rates as he can, and shall not rent or work any Lead or Copper Mines, (more than now he actually enjoys or hath on or before the Date hereof contracted for) but for the Company's Use, or with Licence under the Company's Seal; it being the true Intent and Meaning hereof, that such Lead or Copper Mines that the said Dan. Peck shall from the Day of the Date hereof purchase, lease, or contract for, shall be by and with the Consent of the Governour or Deputy Governour of the said Company, and for the benefit of the said Company. **Item,** It is agreed that the said Company may erect more or other Work-houses or Buildings on the Lands or Tenements, which the said Dan. Peck holds by Lease from John Parry, late of Cornwall, Gentleman, wherein to smelt Lead and Copper Ore, and to refine the same; the said Company paying reasonable Rent or Trespas for such Field or Ground, wherein they build, and what Trespas may happen by reason of any way or ways for Carriage to such their Building, not exceeding the Rent of so much Land. **Item,** It is hereby agreed, That from and after the twenty fourth Day of June next, all Servants and Workmens Wages, which now are and shall be working at the several Work-houses, shall be paid by the said Company, to each Person respectively, agreeable to such Contracts as are already made, or shall be made, by the said Daniel Peck, with such Servants or Workmen, which he shall employ for their Service, until the said Company give Orders to the contrary. **Item,** It is agreed, That the said Dan. Peck shall more particularly manage and over-see the Company's Works and Concerns in the County of Flint, without

without any other Salary or Consideration than the two hundred Shares to be assigned, and the Advantages arising therefrom. **Item**, It is agreed by the said Parties, That in Case the Governour and Company shall neglect or refuse to execute a Deed or Agreement pursuant to these Presents, within the Space of Two Months, then these Presents shall be void and of none Effect. **Item**, It is farther agreed by the Parties to these Presents, and it is the true Intent and Meaning hereof, That the said *Dan. Peck* shall not at any time after the Expiration of the fifteen Years afore-expressed, concern or engage himself in any Mineral Affair whatsoever, (except Coal) without the out Consent of the said Company for the time being. **And whereas**, on the thirty first Day of *May* last past, it was farther agreed under the Hands of the said *Sir Humphrey Mackworth* and *Daniel Peck*, That the above-recited Agreement should be binding, in Case the said Company should ratify the same within the Space of six Months next after the said thirty first Day of *May*. **Now these Presents witness**, That the said Governour and Company have ratified and confirmed, and by these Presents do ratify and confirm, under their Common Seal, all and singular the said recited Agreements on their Part, to be observed, performed, and kept, and shall and will, and do hereby for themselves, and their Successors, covenant and agree to and with the said *Dan. Peck*, his Executors, Administrators and Assigns, to execute such farther and other Deed and Deeds, Assurance and Assurances, for the due Observation and Performance of all and singular the said Agreements on their part, to be observed, performed, and kept, as shall on that behalf be reasonable, devised, advised and required: And the said *Dan. Peck* doth hereby ratify and confirm, under his Hand and Seal, all and singular the said recited Agreements on his part to be observed, performed and kept, and shall and will, and for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant to and with the said Governour and Company, and their Successors, to execute such farther and other Deed and Deeds, Assurance and Assurances, for the due Observation and Performance of all and singular the said Agreements, on his part, to be observed, performed and kept, as shall on that behalf be reasonably devised, advised, and required. **In Witness whereof** the said Governour and Company have caused their Common Seal to be affixed to one part of these Presents. And the said *Dan. Peck* hath set his Hand and Seal to the other part of these Presents, the Day and Year first above-written.

At a Committee of Management held on *Friday, Jan. 2. 1707-8.*

About Mines in the Counties of Flint and Denbigh. This Committee being acquainted, that *Mr. Peck* desired Leave to purchase the Mines belonging to the Bishop of *St. Asaph*, and the Bishop of *Bangor*, and the Mines and Levels belonging to *Mr. Cooper* and Company in the Counties of *Flint* and *Denbigh*, and to procure an Act of Parliament for confirming the Title to the same; and that he may be at Liberty for one hundred Shares, and be bound for the other one half to lie seven Years, and the other half for the other eight Years.

Mr. Peck's Agreement not to be altered. **Resolved**, It's the Opinion of this Committee, that they cannot alter the Agreement already made without a new Consideration for it.

Mr. Peck not to remain in a separate Interest. **Resolved**, That it's the Opinion of this Committee, that it will not be for the Service of this Company that *Mr. Peck* should remain in a separate Interest from them, which he must be, so long as he has Mines of his own.

About buying Lead, &c. and issuing out Bills for the same. **Resolved**, That it's the Opinion of this Committee, that they should buy as much Lead and Lead Ore in *Wales*, or elsewhere, as they can make Advantage by, in smelting, refining, or otherwise, which will best advance the Profit and Credit of the Company, and that Bills be issued out for the same.

The dead Stock to be turned into a working Stock. **Resolved**, That in Case more Stock be required for enlarging the Undertaking, in manner afore said, that the dead Stock of the Company be turned into a quick working Stock, as there shall be Occasion.

Sir H. M. to treat with Mr. Peck about his Mines. **Ordered**, That *Sir Humphry Mackworth* be desired to treat with *Mr. Peck* for all his Mineral Works at a reasonable Duty, and if he can agree with him, then to agree with the Bishops and *Peck* about his said Company for the said Level and Mines adjacent.

At a Committee of Management held, &c. on *Saturday, Jan. 24. 1707-8.*

The Draft of Mr. Peck's Agreement be completed by Sirjeant Cummins. The Minutes of the last Committee read and approved. *Sir Humphrey Mackworth* acquainting this Committee that he had the new Draft of the Agreement between *Mr. Peck* and this Company.

Resolved, That *Sir Humphry Mackworth* and *Mr. Breton* be desired to attend *Mr. Serjeant Cummins*, in order to complete the same.

Ordered, That such Bills be made out Weekly by the Cashire, as *Mr. Peck* shall desire, in order to be turned into Money, for the better Encrease of the Company's Cash.

At a Committee of Management, &c. held on *Fryday, March 12. 1707-8.*

The Bullion pledged to Mrs. Cotton for 800 l. It's **Ordered**, That all the Bullion belonging to the Company, in the Custody and Hands of *Mr. Daniel Peck* and *Mr. William Shiers*, be deposited in the Hands of *Mrs. Frances Cotton*, or her Order, for the securing of the Sum of eight hundred Pounds lent by her to the Company on this emergent Occasion; which said Bullion is to be re-delivered on Repayment of the said Sum of eight hundred Pounds, with Interest at 6 per Cent.

At a Court of Directors, &c. held on *Tuesday, April 27. 1708.*

Sir Humphrey Mackworth reported from the Committee of Management, that upon the great Run in *March* last, they had taken up from *Dr. Fouquier*, on part of the Bullion which was received to the Tower the Sum of 1500 l. As also, that they had taken up from *Mrs. Frances Cotton*, on Security of the Bullion remaining in the Tower, and in the Hands of *Mr. Peck* and *Mr. William Shiers*, the farther Sum of 800 l. and in Consideration thereof had pledged the same to her. All which this Court doth allow and approve, and doth order that the same be paid accordingly.

At a Court of Directors of the Governor and Company of the Mine-Adventurers, &c. held at their House in *Angel-Court* on *Snow-Hill*, on *Saturday, May 8. 1708.*

The several Agreements made with *Mr. Peck*, as also several Orders made by the Committee of Management relating thereto being read, were approved and confirmed.

At

At a Committee of Directors and Assistants of the Governor and Company, &c. held on Monday May 10. 1708.
May 10, 1708. Approved again

Sir Humphry Mackworth acquainted this Committee with his Agreement with Mr. Peck; as also with Mr. Peck's Method of managing his Works. All which the Committee approved, and were of Opinion, that the Committee appointed to view the Mines be desired to go into Flintshire to view the Works lately purchased from the said Mr. Peck, and that they take him along with them.

At a Court of Directors, &c. held on Wednesday, July 21, 1708.

Ordered, That a Letter be writ to Sir Humphry Mackworth, to acquaint him with some Reports relating to the Circumstances of Mr. Peck, and to desire his Care and Endeavours to secure the Effects lately purchased by this Company from the said Mr. Peck. July 21. 1708. About Mr. Peck's Circumstances.

Ordered, That the Secretary write Letters to Mr. Waller, Mr. Hawkins, Mr. Peck, and Mr. Murgatroyd, directing them to attend the Gentlemen appointed to view the Mines, and that the same be delivered to Mr. Edward Harrison, Jun.

At a Court of Directors of the Governour and Company, &c. held on Wednesday, Aug. 18. 1708. Aug. 18. 1708. Vessel sent by Peck.

Ordered, That Mr. Jackson be desired to enquire of the Persons, whom Thomas Adams, Master of the Richard and Hannah, alledge to be his Owners, if they are Owners of the said Ship; it appearing to this Court, that the Original Bill of Sale produced by the said Master, was for a Vessel of eighty Tuns, and that made to Thomas Adams, Senior, and by the Charter-party the same is mentioned one hundred Tuns, and that to Thomas Adams, Jun. and by the Master's own Confession, that Mr. Peck sent him from Flint to Bristol, and ordered him from Bristol to Neath.

At a Court of Directors, &c. held on Wednesday, September 1. 1708.

That Mr. Casa-Major pay to Mr. James Haynes 390 l. 9 s. 8 d. being the Ballance of the Account Sales of the William and Mary's Cargo of Lead, consigned him from Neath, and that Mr. Haynes be and is hereby authorized to give a Receipt in full for the same. Sept. 1. 1708. Mr. Casamajor Factor for the Company.

Ordered, That Mr. Haynes give the following Receipt, or one to the same Effect.

Received then of Mr. Lewis Casa-Major the Sum of 390 l. 9 s. 8 d. in full for the Cash receiv'd on Account of the 48 Tuns, 2 Hundred, 3 Quart. and 1 Pound of Lead sent by the William and Mary of Neath, and consigned to the said Mr. Casa-Major; the Neat proceed whereof amounting to the said Sum of 390 l. 9 s. 8 d. I have received in full as aforesaid, by the Order and for the Use of the Governour and Company of the Mine-Adventurers of England, per me

At a Court of Directors of the Governour and Company, &c. held on Wednesday, Sept. 22. 1708.

A Letter from Mr. Peck to Sir Humphry Mackworth, dated the 14th ditto read.

A Copy of Mr. Mill's Petition about Mr. Peck to the Lord Chancellor read.

A Copy of the Account of Lead sent by Mr. Peck to Bristol read.

An Account of the Company's Effects seized by the Sheriff in Flintshire read.

Ordered, That a Letter be writ to Mr. Whyshaw, to desire his Care to inspect the Execution of the Commission of Bankruptcy issued out against Mr. Peck. About Peck's Bankruptcy.

The Court being acquainted, that Mr. Edward Harrison and Mr. John Skeate were there, they were immediately called in, and delivered in the following Papers, viz. An Inventory of Goods and Chattels of Dan. Peck, Esq; seized by virtue of her Majesty's Writ of *Extendi fucias*, and appraised the 3^d day of August, 1708. amounting in the whole to 1678 l. 11 s. 10 d. An Inventory of Peck's Goods seized.

The Invoices of the several Ships following.

The Tiger, Geo. Derricott Master, for Bristol, May 22^d, 1708.

	Tuns.	Hund.	Quart.	Pounds.
150 Pigs of Lead, containing	20	14	3	8
20 Casks of fine Lytharge	5	00	2	28
55 Casks of Red Lead	11	6	0	19
60 Casks of Round Ore	14	4	1	20
Total	51	6	0	23.

In the Love's Increase, John Williams for Bristol.

169 Pigs of Lead,	24	0	1	2
20 Casks of Lead Ore	4	16	0	6
32 Casks of Red Lead	6	8	2	24
Lead Ore in Bulk	5	0	0	0
	40	5	0	2

In the Alexander, Richard Sayes Master, for Bristol.

71 Pigs of Lead	9	19	1	6
55 Casks of Red Lead	12	19	1	11
20 Casks of Lead Ore	5	3	1	5
Lead Ore in Bulk	5	0	0	0
	33	1	3	22

In the Amity, William Cosker Master, from Bristol.

20 Casks of Lead Ore	4	17	1	12
	Tuns.	Hund.	Quart.	Pounds.
The rest of his Loading being taken in at Aberdovey, which is about 20 Tun of Lead.	129	10	3	29

An Account of the Work-houses in Flintshire belonging to the Company, and now in the Possession of the High-Sheriff, as the proper Estate of Mr. Peck. Claim by Committee of Peck's Goods.

And the Titles of the foresaid Papers being read, and Mr. Harrison having acquainted the Directors, that they had entred the Company's Claims to the foresaid Goods, with the Sheriff of the County of Flint, who had made the Seizure aforesaid; and were of Opinion, that it would be proper to enter a farther Claim to the said Goods in the Office of Exchequer.

Ordered, That the Secretary enter the Company's Claim to the said Goods in the Office of Exchequer. Claim by Directors.

Exchequer, and report to this Court at their next Meeting what he hath done therein, and that he take Mr. Serjeant Cummin's Advice in fixing the Claim.

Directors Proceedings in Peck's Bankruptcy. **Ordered**, That the Secretary search (with the Clerk of the Commission of Bankruptcy, who took out the Commission against Mr. Peck) who are the Commissioners, and what Proceedings have been done thereupon.

At a Court of Directors, &c. held on Wednesday, October 6, 1708.

Mr. Shiers reported, That in Pursuance to the Orders of the Court he had been at the Office of Exchequer, and had bespoke Copies of the Returns of the several Extents issued out against Mr. Peck, in order to enter the Company's Claim to their Goods, as directed; and that there could nothing farther be done therein until the Term; and that he had likewise attended Major Lee, Clerk of the Commissioners of Bankruptcy, and procured a Copy of the Docket of the Commission issued out against Mr. Peck; as also, a Copy of the Petition exhibited by Mr. Mills, for the adding of three Commissioners in London to the said Commission; and that he had been to wait on Mr. Serjeant Cummins, but that he was not then come to Town.

Order for Plea of Claim. **Ordered**, That as soon as Copies of the Returns of the Extents can be procured, that they be laid before Mr. Serjeant Cummins in order to draw the Pleas.

At a Court of Directors, &c. held on Wednesday, October 27, 1708.

Ordered, That Mr. Whyshaw be desired to take Care of the Return of the *Habeas Corpus* from Bristol; as also, that the Company's Claim to the several Goods purchased from Mr. Peck, and lately seized by Extents, be duly made, and the Property thereto pleaded.

At a Court of Directors, &c. held on Wednesday, Nov. 4, 1708.

Peck's Letters to Directors. A Letter from Mr. Peck, dated 30th ult. read.
A Letter read the 10th of November, dated the 30th of October last, from Mr. Peck.

At a Court of Directors, &c. held on Wednesday, Nov. 24, 1708.

Two Letters from Mr. Peck, dated the 8th and 19th Instant, read.

At a Court of Directors of the Governour and Company, &c. held Decemb. 15, 1708.

A Letter from Mr. Peck, dated 4th Instant, read.

At a Court of Directors, &c. held on Wednesday, Feb. 16, 1708.

About giving Security for Goods bought of Peck. Mr. Whyshaw acquainting this Court, that he having entered the Company's Claim to several Parcels of Lead, Red Lead, Lytharge, and Lead Ore, as bought from Mr. Peck, and seized by the Sheriffs of Flint and Chester, and that it was proper (if this Court thought fit) to give Security to answer the value thereof in the Exchequer.

Ordered, That the same be taken into Consideration the next Court.

At a Court of Directors, &c. held on Wednesday, February 23, 1708.

Confirmation of Proceedings with Mr. Peck. The several Orders of the General Court, Court of Directors and Committee of Management, made in Relation to several Agreements and Dealings with Mr. Peck, as also several Letters writ by this Court to Sir Humphry Mackworth, concerning the same, being severally read;

Resolved, That upon the Report of this Affair, this Court will declare that they are fully satisfied, that Sir Humphry Mackworth and the Committee of Management had full Powers for making and perfecting the said Agreements, Dealings, and Proceedings, with Relation to the said Mr. Peck.

At a Court of Directors, &c. held on Wednesday, March 23, 1708-9.

Allowed a third time. The Orders of the Court of Directors and Committee of Management relating to the Proceedings and Transactions with Mr. Peck, as also the Letters concerning the same, being read,

Resolved *Nemine Contradicente*, That Sir Humphry Mackworth and the Committee of Management have had full Powers for all the said Proceedings and Transaction with Mr. Peck.

At a Court of Directors, &c. held on Tuesday, April 12, 1709.

Account allowed, and passed with the Committee of Management. It being proposed, whether this Court will take into their Service the Men belonging to Mr. Peck, as also to employ the Work-houses lately purchased from the said Mr. Peck,

Ordered, That the same be taken into Consideration the next Court.

The several Accounts of the Committee of Management being examined were allowed by this Court, viz. An Account of Sales of two thousand six hundred and four Blanks, or thirteen thousand and twenty Pounds principal Money, the Neat proceed whereof amounted to nine thousand nine hundred and twenty seven Pounds nine Shillings, an Account of Sales of one hundred forty and six Shares together with the Purchases made of ninety and nine Shares, the Neat proceed of which Account amounts to eight hundred forty four Pounds and eleven Pence, being the Neat proceed of forty seven Shares sold. An Account with Daniel Peck, Esq; whereby it appears they have paid him, to be accountable, nineteen thousand six hundred thirty eight Pounds, six Shillings and eleven Pence. The Account current of the said Committee, the Balance whereof due to the Company amounts to four hundred and thirty Pounds, fourteen Shillings, and two Pence.

Ordered, That the Accomptant enter the same in the Books of this Company accordingly.

At a Court of Directors, &c. held on Wednesday, May 4, 1709.

Letter to Peck about Bills. **Ordered**, That the Secretary write a Letter to Mr. Peck, to desire him to deliver such Bills that belongs to this Company, which he hath now in his Custody, to Mr. Hugh Whyshaw of Chester; and that his Receipt shall be a sufficient Discharge for the same.

At a Court of Directors, &c. held on Wednesday, May 11, 1709.

A Letter from Mr. Peck dated the third instant, read.

The Copies of the Letters writ to Mr. Whyshaw, Mr. Hayward, Mr. Irwin, and Mr. Peck, since the last Court, being read, were approved.

At a Court of Directors, &c. held on Wednesday, May 18, 1709.

A Letter from Mr. Peck, dated the 10th instant read. The Letter writ by the Secretary to Mr. Murgatroyd, Mr. Peck, and Mr. Hawkins, being read, were approved.

Peck's Account. **Ordered**, That the sending Mr. Peck a Copy of his Account be deferred until Sir H. Mackworth come to Town.

At a Court of Directors, &c. held on Monday, May 30, 1709.

Two Letters from Mr. Peck, dated the 20th and 24th Instant, read.

About Goods bought of Peck. Mr. Whyshaw acquainted this Court, that the Properties in several Parcels of Goods, claimed by this Company in Her Majesty's Court of Exchequer, as Goods purchased from Mr. Peck would be prejudiced, in Case this Company did not give Security to answer the value of them, when the Title

Title to the Property were tryed, and that a *Venditione Exponas* would issue, if such Security were not given, and the several Seizures being laid before this Court.

Ordered, That the same be taken into Consideration the next Court.

At a Court of Directors, &c. held on *Wednesday, June 1. 1709.*

Ordered, That the giving Security for the Goods claimed by this Company in the Exchequer, as Goods purchased from Mr. Peck, be taken into Consideration the next Court. *Security for Goods bought of Peck.*

At a Court of Directors, &c. held on *Wednesday, June 8. 1709.*

Ordered, That the giving Security for the Goods claimed by this Company in the Exchequer, as Goods purchased from Mr. Peck, be taken into Consideration the next Court.

At a Court of Directors, &c. held on *Wednesday, June 22. 1709.*

Ordered, That a Copy of Mr. Peck's Charge, be sent to the said Mr. Peck, in order to have the same brought to a Balance. *Mr. Peck's Charge sent to him.*

At a Court of Directors, &c. held on *Friday, July 8. 1709.*

Ordered, That the sending down the Secretary to *Shrewsbury* and *Chester*, to attend the Tryal of the Property, as to the Goods bought from Mr. Peck, be taken into Consideration the next Court. *Tryal at Salop.*

Ordered, That Mr. *Hugh Whyshaw* be desired to take care of the Company's Affairs with Mr. Peck, as transacted on the Commission of Bankruptcy. And also that he be desired to find out the Men that lived with Mr. Peck in the Year 1707. In order to prove Property to the Goods purchased from the said Mr. Peck. *Mr. Whyshaw Attorney.*

At a Court of Directors, &c. held on *Tuesday, July 12. 1709.*

Ordered, That the sending down the Secretary to *Shrewsbury* and *Chester*, to attend the Tryal of the Properties to the Goods bought from Mr. Peck, be taken into Consideration the next Court. *Secretary to attend at Tryal.*

At a Court of Directors, &c. held on *Wednesday, July 13. 1709.*

Ordered, That the Secretary attend the Tryals of the Property to the Goods bought of Mr. Peck, both at *Shrewsbury* and *Chester*; in case the same shall be brought to a Tryal this Vacation.

At a Court of Directors, &c. held on *Friday, August 5. 1709.*

Ordered, That the three Agreements made with Mr. Peck, be stamp'd, and that Thitty Pounds three Shillings be paid for stamping the same, in Pursuance to the Act of Parliament. *Three Agreements with Peck stamped.*

Ordered, That Sir *Humphry Mackworth* be desired to attend the Tryals both at *Salop* and *Chester*; and that Mr. *Shiers* pay his Expences on the said Account. *Sir H. desired to attend at Tryal.*

Ordered, That the Secretary Fee such Council, as Sir *Humphry Mackworth* or Mr. *Breton* shall direct. And that he also pay the Charges of the Witnesses that shall attend on the Tryals aforesaid.

Ordered, That *Fra. Hopwood* be served with a *Subpœna* to attend the Tryals at *Salop* and *Chester*; and that the Secretary bear his Expences. *Hopwood Witnesses.*

At a Court of Directors, &c. held on *Wednesday, August 10. 1709.*

Ordered, That Mr. *Dykes* pay five Pounds to Mr. *Tho. Hawkins*, for defraying his Charges, and *Fra. Hopwood's* to *Shrewsbury*, to attend the Tryals there; and the said Mr. *Hawkins* to be accountable for the Over-plus.

At a Court of Directors, &c. held on *Fryday, November 11. 1709.*

Ordered, That Mr. *Whyshaw* move the Court of Exchequer, to have the Goods sold, to which this Court hath claimed Property, as Goods purchased from Mr. Peck, on their giving Security to answer what shall be made thereof on Sale. *Order for Motion about the said Goods.*

Ordered, That Sir *Humphry Mackworth*, Mr. *Clark*, and Mr. *Harrison*, be desired to attend the Commissioners of Bankruptcy appointed to sit on the Concerns of Mr. Peck, and that such Contribution be paid by Mr. *Dykes*, as they shall direct. *Directors to attend Commission of Bankruptcy.*

At a Court of Directors, &c. held on *Wednesday the 16th of November, 1709.*

Mr. Peck's Letter of License for four Months being read,

Ordered, That the Secretary sign the said Letter of License for his Liberty for four Months. *Letter of License.*

At a Court of Directors, &c. held on *Monday, November 28. 1709.*

Ordered, That One Pound Ten Shillings be paid for the hire of *Fra. Hopwood's* Horse to *Shrewsbury* Assizes.

At a general Court (his Grace the Governour present) *February 1. 1709.*

Resolved, That it appears to this Court, that the Affair of Mr. Peck hath been transacted with full Power, and confirmed under the Corporation Seal; and no private Gain or Advantage hath been made by the Governour, Deputy-Governor, Directors, or any of them, or by any of the Officers of this Company. And therefore the former Court of Directors having allowed, and passed the same; and the said Account being entered accordingly in the Company's Books; it will be ineffectual, and Loss of Time, to be at any farther Trouble and Expence about that Affair. *Order of general Court for Allowance of Peck's Account.*

The joint and several Answers of *William Shiers* and *Thomas Dykes* as to part, and their Disclaimour as to the other part of the Bill of Sir *James Montague*, Knight, Her Majesty's Attorney-General, for and on behalf of Her Majesty, Complainant. *Answer to the Attorney-General's Bill in the Exchequer.*

THE Defendants saving and reserving to themselves all and all manner of Advantage, and Benefit of Exemption to the manifold Imperfections, Incertainties, and Insufficiencies of the Complainants said Bill of Complaint, and the Matters therein contained, by way of Answer thereunto, or to so much thereof as is material for these Defendants to make Answer to, say that it may be true that *Dan. Peck* of *Flint*, in the County of *Flint*, Gentleman, together with *Tho. Hiccoks* of *Flint* aforesaid, Gentleman, and *Tho. Nixon*, of *Norwich* in the County of *Chester*, Gentleman, became bound unto her present Majesty *Queen Anne*, or to her proper Officer for that purpose, in several Bonds for the Duty of Salt, as in the Bill is set forth, and that such Extent thereupon might issue out of this honourable Court to the Sheriff of the County of *Flint*, and that such Inquisitions and other Proceedings might be had thereupon, as the Bill suggests; but these Defendants do deny, that they or either of them did at any time, either before or after the said Inquisitions, claim any Property in all or any part of the said Goods in the said Inquisitions set forth, or in the Goods mentioned in the several Schedules to the said Bill; and these Defendants do also deny, that they or either of them ever entered into any such Agreement or

Agree-

Agreements with the said Mr. Peck, as is set forth in the Bill; but have heard and believe that the other Defendant, Sir Humphry Mackworth, did about the time in the Bill set forth, purchase and buy, for, and on the behalf of the Governor and Company of the Mine-Adventurers of England, of and from the said Dan. Peck, divers Parcels of Lead Ore, Lead, Lytharge, and Red-lead, and made such Agreements with the said Mr. Peck, on Account of the said Company, as the Bills sets forth, or to that or the like effect, and that the Work-houses of the said Mr. Peck, as also all Tools and Utensils thereunto belonging, in the said Agreements, or one of them mentioned, were from the 24th Day of June, 1707. employed on Account of the said Company, and that from the said 24th Day of June, all Servants and Workmens Wages were to be paid by the said Company, and the said Works were to be carried on and managed by the said Mr. Peck as their Chief Agent in the said County of Flint, and the said Defendant Shiers is the rather induced to believe the same, for that he being Secretary to the said Company, kept a constant Correspondence with the said Mr. Peck, who did by his Letter on or about the 11th of June, 1707. advise, that he had drawn two Bills on this Defendant, on Account of the Lead sold to Sir Humphrey Mackworth, &c. the one for 200 l. payable at ten Days, and the other for 250 l. at 15 Days Date, both payable to Mr. John Capper, or Order, to which he desired Acceptance and Compliance. Sir Humphry Mackworth having acquainted him, he did believe from his former Letters Orders were given to have the Money in Readiness, which said Bills were punctually answered and paid, as by the said Bills ready to be produced may appear. And the said Mr. Peck did also by his Letters, dated on or about the 13th of June, 1707. farther advise of his drawing of two Bills more; the one for three hundred Pounds payable at ten Days, and the other for 250 l. at 12 Days, in favour of the said John Capper; both which Bills were likewise punctually paid, as by the said Bills ready to be produced may appear. And the said Mr. Peck did also on or about the 28th of June, 1707. send inclosed in his Letter of that Date the following Account, viz. The Governor and Company of the Mine-Adventurers of England Debtor to Dan. Peck. June 2, 1707. To 125 Tun of Lead to be shipt from Flint, as they should order, 1000 l. June 24, 1707. To 534 Bars of Lead, delivered this Day to the Refiner Benjamin Perrin, at Flint, which weighed ten Tun, sixteen Hundred, at 8 l. per Tun, 86 l. 8 s. Ditto to 387 Bars of Lead, delivered this Day to the Refiner James Salmon, at Lead Brooke, which weighed 7 Tun, 17 Hundred, 2 Quart. at 8 l. per Tun, 63 l. Ditto to six Pieces of fine Silver, delivered to the London Carrier, weighing 202 Ounces, 4 Pennyweights, at 5 s. 7 d. per Ounce, 36 l. 8 s. 11 d. The Total 1205 l. 16 s. 11 d. and signed (Errors excepted) Daniel Peck. And the said Mr. Peck by the said Letter advised the sending the said Bullion, and that the 1000 l. paid Mr. Capper on his four Bills, were on Account of the 125 Tun of Lead sold as above, and that he had that Day drawn for 205 l. 16 s. 11 d. in favour of the said Capper, at ten Days Date, on Account and for the above Parcel of Silver, and for Quantity of Lead delivered to be refined for the Company's Account at the Work-houses of Flint and Leadbrooke. And in the same Letter was underwrit the following Memorandum: The Ballance of the within mentioned Account being 205 l. 16 s. 11 d. is to be paid to Mr. Peck, and then the Work-houses are employed for the Company's Service from the 24th of this Month, Humphry Mackworth. Which said Bill was duly paid, as by the same ready to be produced may appear. And this Defendant farther saith, That the said Mr. Peck did inclose in his Letter, dated on or about the 30th of June, the following Account, viz. The Governour and Company of the Mine-Adventurers of England Debtor to Dan. Peck. 1707. June 24, To 60 Tun of Red-lead, to be shipt from Leadbrook and Hollywell-Mill, at 8 l. 10 s. per Tun, 510 l. To 100 Tun of Round Lead Ore, at 4 l. 15 s. per Tun, 475 l. To 50 Tun of small Lead Ore at 3 l. 15 s. per Tun, 187 l. 10 s. To the whole Parcel of Lead Slags, and all the Wood, with other the Materials on the Pennyball Mountain, bought of Messieurs Taylor and Company, 660 l. To 100 Tun of small Lead Ore, bought of the same Mr. Taylor and Robinson, at 3 l. 10 s. per Tun, 350 l. The Total 2182 l. 10 s. and there under indorsed, Memorandum, the Article for 660 l. for Lead Slags, Wood, and other Materials at Pennyball Mountain, is the Purchase-Money Daniel Peck paid Taylor and Robinson for the Lead Slags, which they oblige themselves shall produce 60 Tun of Lead at the least, or else refined proportionably, the Wood and Works with Materials there are valued at 320 l. besides, as by a Deed bearing Date the 10th of April, which Daniel Peck assigns the Company on the Terms he bought the same himself, June 30th, 1707. Errors excepted, Daniel Peck. And the said Account was farther endorsed at the time this Defendant received the same, viz. I have perused this Account, and do I find it agreeable to the Bargains made between us on the Behalf of the Company, and signed Humphry Mackworth. And by the said Letter, which conveyed the above Account, the said Mr. Peck directed that 10 sealed Bills for 100 l. each should be delivered to Mr. John Capper, and that the other Bills of the said Company specified in the said Account, amounting to 1182 l. 10 s. should be sent by the Post directed to the said Mr. Peck at his House in Chester, one half by the next Post, and the other half the Post following; which said Bills for 1000 l. were delivered to the said John Capper, as by Receipt under the Hand of the said John Capper may appear, and the Bills directed to be sent by the Post were duly sent, and received by the said Mr. Peck, as by his Letters of Advice may appear; the same being as followeth. The one dated July 7th, 1707. I have received the 5 Bills for 100 l. each, and on Wednesday shall send you up six Pieces of fine Silver, which weighed 240 Ounces, 14 Pennyweights. The other dated July 11th, Yours of the 5th I received in due time, with the Bills enclosed for 682 l. 10 s. Above you have the Carrier's Receipt for 242 Ounces, 14 Pennyweights of Bullion produced from Lead belonging to the Company. And this Defendant farther saith, That the said Mr. Peck by his Letter dated the 18th of July, 1707. did advise, that the Works there since the 24th of June going on for the Company's Account, and at their Charge, he should be obliged before the Expiration of that Month to draw for 200 l. to pay on the Company's Account to the divers employed, &c. And upon the 23d of July he advised, that he had sent the Carrier's Note for Silver, and that Sir Humphry Mackworth told him, he had writ to have a Stamp sent down for marking the Company's Lead. And the Defendant farther saith, That the said Mr. Peck, by Letter dated the 2d of August, 1707. advised this Defendant, that he had three Ships which he hired to load there so soon as they should arrive, and shall ship all the Lead and Red-lead, which Sir Humphry Mackworth bought of him, and what was making daily for the Company's Account should

Sir H. did buy
Lead, &c.

Work-houses
from June 24,
carried on for
Company.

Letter, June 11,
1707.
200 l.
250 l.
Capper.

June 13, 1707.
200 l.
250 l.

June 28, 1707.
Account.

125 Tun sold
for 205 l. 16 s.
11 d.

The Memorandum.
Total 1205 l.
16 s. 11 d.

June 30, Account total
2182 l. 10 s.

June 30, 1707.

Bills for 1000 l.

July 7, 1707.
5 Bills.

242 Ounces,
14 Pennywt's.

July 11.
242 Ounces,
14 Pennywt's.

from Lead of
Company.

Works on Company's Account.

July 23.
Stamp.

August 2.
Lead melting
daily for the
Company.

should be dispatched for a Market as Vessels should offer; but the Mischief Privateers did in the
Irish Channel that Spring, made all Masters fearful to stir without Convoy; and therefore farther
 advised, that he had drawn two Bills for 250 l. the one for 150 l. payable at 6 Weeks after
 Date, the other for 100 l. payable at two Months, both in favour of the said *John Capper*; both
 which Bills were duly paid, as by the same ready to be produced may appear. And the said Mr.
Peck, by Letter dated the 11th of *August*, 1707. farther advised, That he had drawn one Bill
 for 150 l. in favour of *John Capper*, dated at two Months; which said Bill was also duly paid, 150 l.
 as by the same may appear. And by Letter dated the 18th of *August*, 1707. the said Mr. *Peck*
 acquainted this Defendant, that he expected Directions about the Lead for *Pembroke* on *Mondays*
 otherwise 100 Tun will go hence for *Bristol* without Delay; and that he must send the same a-
 way without the Company's Mark, because he had not yet the Stamps. And this Defendant farther
 saith, That he also received a Letter from Mr. *Brunt's* Accomprant or Agent for the said Mr.
Peck, as this Defendant believes, that five Cash Notes for 100 l. each came to Hand. And the
 said Mr. *Brunt*, by Letter dated the 25th, farther advised, that Bills for 1000 l. were receiv'd,
 and that the Carrier by whom the Stamps were sent would not be there until the next Day, and
 that on *Thursday* he shall send four Pieces of Silver, containing 227 Ounces, 5 Pennyweights, and
 that he had cleared two Ships of Lead for *Bristol*. And this Defendant farther saith, That the
 said Mr. *Peck*, by Letter dated the 27th of *August*, 1707. advised, that the next Day he should
 make a Contract for a Quantity of Ore for the Company, and that he had ship't 34 Tun 17 Hun-
 dred of Lead in the *Elizabeth*, *John Young* for *Bristol*; and that Day should clear another Vessel
 for *Bristol*, called the *Lamuel*. And the said Mr. *Peck*, by Letter dated the 2d of *September*, 1707.
 farther advised, that he had that Week bought for the Company's Account 200 Tun of Lead Ore,
 and shall send 74 Tun of it to *Neath*, part being already ship't, and another Vessel would begin to
 load that Day for the same Place, and that he had endorsed 5 Cash Notes for 100 l. each, one
 of 250 l. which would go up for Acceptance, 250 l. at 26 Days Sight, and 300 l. at 41 Days
 Sight, and that he had not then received the Stamps for the Lead. And the said Mr. *Peck*, by
 Letter dated *September* 16, farther adviseth him, that he had received five sealed Notes, and that
 of the Cash Bills payable after blank Days Sight, he would contrive all he could to keep them in his
 Hands, and should use them as sparingly as he could for the Benefit of the Company; and there-
 fore desired 5 sealed Notes, payable at 3 or 6 Months for 100 l. each, which he hoped to ap-
 ply instead of other Bills. And by his Letter dated the 20th of *September*, 1707. he advised
 that he should ship off some Lead for *London*; wherefore desired this Defendant to send him
 the Person's Name, who takes up the Company's Lead at the Custom-House, because for some
 Reasons he thought it needful to take the Bills of Lading in his Name, and not for the Gover-
 nour and Company, till Matters were fully adjusted above. And the said Mr. *Peck*, by his Let-
 ter dated the 24th of *September*, 1707. advised the Receipt of five Bills for 100 l. each, and
 that he would the next Week load another Vessel with Ore for *Neath*, which would conduce much
 to the Company's Advantage, to have their fine soft Country Ore to mix with their rich (and
 therefore stiff) Ore in working; for that as it would help the running for Lead, so it would
 draw out the Silver from the most barren Lead Ores. The next Week I begin my Receipts for
 the Crown, which will take up until the 14th of *October*, by which time, I suppose, Sir *Humphry*
 will be going to *London* against the Parliament. I shall expect the Name of the Person to whom
 their Goods come to the Custom-House in *London*, which were accordingly sent to the said Mr.
Peck. And this Defendant farther saith, that the said Mr. *Peck*, by Letter dated the 22d of *Octo-*
ber, 1707. adviseth, that on the Monday after he should be at *Bristol*, from whence, if he re-
 ceived no further Commands, designed directly for *London*, and to be there the 2d of *November*.
 That the Lead Ships which he advised, were dispatched from *Flint* to *Bristol*, were then remain-
 ing in *Dublin-Bay*, as by Letter from thence the 9th instant, attending for a Wind only, a Con-
 voy being there ready to proceed with them for *Bristol*; that the two Ships which he hired from
London, to come to load for *London* and *Holland*, are also arrived at *Dublin*, and expected them
 over for *Flint* every Day, from whence they should be dispatched in a few Days, which would
 take off the Effects, and give an opportunity to procure an advance of the value in Cash to be
 paid in *London*; the next Month for a farther Supply for *Neath*, he had bought 200 Tons of
 Ore, and 100 Ton of Lead, which had not been refined; the Ore he would order to *Neath*, as in
 fast as he could get Ships, the Lead should either be sent to *Neath*, or should be refined at *Flint*,
 as Sir *H. M.* should direct; and therefore could wish that he might hear from Sir *H. M.* at *Bri-*
stol, by *Saturdays* Post, which he might receive there on *Monday* following; and therein also ad-
 vised, that the Ship *Prosperous*, which had 55 Ton of Ore for *Neath*, was on the 9th at *Dublin*,
 the Wind against her, but will proceed with the *Bristol* Convoy, thence to *Neath*. The last Ship
 the *Rebecca*, with 30 Tons of Ore, not sailed out of the River; and that his Payments to all
 Workmen, and all needful to *Michaelmas* Quarter, and the Provision of Ore for the running
 Quarter, with other Purchases for *Neath*, having required so great a Sum, that he was obliged
 that Post to draw two Bills for 250 l. each, one payable 60 Days after date, the other 70 Days af-
 ter Date, in favour of the said *John Capper*, which Bills were duly paid, as by the same may ap-
 pear. And by a Postscript to the said Letter he adviseth further, that just then was come to his
 House, the Master of one of the Ships he expected from *Dublin*, who was to load for *Holland*
 the *Henry* and *Susan*, *William Breen* Master, who arrived Yesterday in that River. To all which
 several Letters before set forth, this Defendant for more Certainty refers himself; and this De-
 fendant farther saith, that the several Bills drawn upon this Defendant, by the said Mr. *Peck*, on
 the Account of the said Company as aforesaid, amounts in the whole to the Sum of 2205 l. 16 s.
 11 d. or thereabouts, as by the said Bills ready to be produced, and to which this Defendant
 doth refer himself may appear. And both these Defendants say, that all the said Bills above-
 mentioned, to be drawn by the said Mr. *Peck* as aforesaid, were duly paid on Account of the said
 Company as aforesaid to the said Mr. *Peck*, or his Order. And they apprehended that the said
 Mr. *Peck* did carry on the said Works on the Company's Account, from the 24th of *June* 1707.
 And they do verily believe that he had due Supplies sent him for that purpose. And this De-
 fendant *Tho. Dykes* saith, that he is the rather induced to believe the same; for that he being
 Cashier to the said Company, did issue out upon the same account to the said Mr. *Peck*, or his
 Order, the several Bills following, viz. on or about the third Day of *July*, 1707. 5 sealed Bills
 of 100 l. each, carrying Interest at 6 per Cent. and entred in the Books of the said Company,

350 l.

150 l.

227 Ounces, 5

Pwt.

Aug. 27. 1707.

One for Company

Sept. 2.

200 Tun of Lead

Ore for Company

250 l.

300 l.

Sept. 16.

Company.

Sept. 20.

Sept. 24. 1707.

Ore to Neath

for Company's

Advantage.

Oct. 22. 1707.

Lead Ships in

Dublin Bay.

Cash to be paid

as in London.

200 Tons of Ore.

100 Ton of Lead

not refined.

Refined at Flint

Ship Prosperous

55 Ton of Ore.

Rebecca 30 Ton.

One for run-

ning Quarter.

250.

Tot 2205 l. 16 s.

11 d.

Works on Com-

pany's Account.

Dykes did issue

out Bills.

Oct. 6482 l.
10 s.

Nov. 1707. Sir
H. and P. come
to London.

Ratification.

Expedient of
Peck.

in the Name of *John Capper*, and numbered 36, 37, 38, 39, and 44, which said Bills were duly paid, as by the Entries in the Books may appear. And did also on or about the said third Day of July 1707. issue out on the said Account, 5 sealed Bills of 100 l. each, and carrying Interest at 4 and a half per Cent. and entered to the Name of the said *John Capper*, and N^o 82, 83, 84, 85, and 86; and also did on or about the 4th of July 1707. issue out 5 sealed Bills of 100 l. each, carrying Interest at 6 per Cent. and entered to the Name of the said *Daniel Peck*, and N^o 46, 47, 48, 49 and 50. and also on or about the 5th of July 1707. issue out on the said account two sealed Bills of 100 l. each, and carrying Interest at 4 and a half per Cent. N^o 80, and 81. and also 5 Cash Notes, viz. N^o 95, 96, 97, and 98, of 100 l. each, and N^o 94, for 82 l. 10 s. by paid, being entered in the Name of the said *Daniel Peck*. And did also on or about the 6th of August, 1707. issue out on the said Account, 5 sealed Bills of 100. carrying Interest at 4 and a half per Cent. N^o 75, 76, 77, 78 and 79. as also 10 sealed Bills of 100 l. each, and numbered 116, 117, 118, 119, 120, 121, 122, 123, 124, and 125. and carrying Interest at 6 per Cent. and entered to the Name and Account of the said *Daniel Peck*, in the Books of the said Company. And did also on or about the 16th of August, 1707. issue out on the said Account to the said *Dan. Peck*, 5 Cash Notes of 100 l. each, and N^o 60, 61, 62, 63, and 64, and entered to the Name of the said *Dan. Peck*, in the Books of the said Company; and did also on or about the 19th of August, 1707. issue out on the said Account, and enter to the Name of *John Capper*, 10 sealed Bills of 100 l. each, carrying Interest at 6 per Cent. N^o 189, 190, 191, 192, 193, 194, 195, 196, 197, 198. And also on or about the said 19th of August, did issue, and make out to the said *Dan. Peck*, and enter the same to his Account in the Books of the said Company, 9 Cash Notes, viz. 3 of 100 l. each, N^o 135, 136, and 137, two of 50 l. each, N^o 138, 139, and 4 of 25 l. each; N^o 140, 141, 142 and 143. And also on or about the 21st of August, 5 Cash Notes more of 100 l. each, N^o 198, 199, 200, 201 and 202; all which were duly paid to the said *Dan. Peck*, or his Order, as by the Books of the Company may appear; and to which, for more Certainty, this Defendant doth refer himself; and also did on or about the 20th of Sept. 1707. issue out, and enter to the Name of the said *Dan. Peck*, 5 sealed Bills of 100 l. each, carrying Interest at 6 per Cent. and N^o 184, 185, 186, 187, and 188. three of which said Bills, viz. N^o 184, 185, 186, were duly paid; all which said several Bills and Cash Notes so issued out, by this Defendant, on account of the said Company as aforesaid, do amount unto the Sum of 6482 l. 10 s. as by the said Books and Entries therein may appear, and to which, for the greater Certainty this Defendant doth refer himself.

And the said Defendant *Shiers* saith, that about the beginning of November, 1707. Sir *H. M.* and the said *Peck*, being both come to London, the Agreements with the said Mr. *Peck*, made by the said Sir *H. M.* on behalf of the Company as aforesaid, were approved and confirmed by the Directors. And an Instrument of Ratification was sealed with the Seal of the Corporation, in the said Month of November 1707. as by the several Orders of the Committee of Management, and Court of Directors made concerning the same; as also by the Instrument of Ratification under the Seal of the said Corporation as aforesaid, to which this Defendant for more Certainty refers himself may more fully appear. And this Defendant *Thomas Dykes* further saith, that the said *Peck* being, as this Defendant was credibly informed, and doubts not to prove, and as the said *Peck* pretended disappointed in receiving Money for the said Goods, bought and manufactured for the said Company as aforesaid; proposed, as an Expedient to the said Sir *H. Mackworth*, to bring in Money upon the sealed Bills and Cash Notes of the said Company, until the Goods could be sold and paid for; and thereupon the several sealed Bills and Cash Notes following, were made out and delivered to the said Mr. *Peck*; and for which the said Mr. *Peck* gave his Notes to be accountable for the same, until the Money for them could be procured and brought in upon them, viz. That on or about the 15th of November 1707. 5 Cash Notes for 100 l. were made out, and N^o 536, 537, 538, 539, and 540, and delivered to the said Mr. *Peck*, as by his Receipt may appear; and the same was duly paid, as by the Books and Notes of the said Company may also appear. And that on or about the 11th Day of December, 1707. the following Bills and Cash Notes were made out for the Purposes aforesaid, viz. 5 Cash Notes in the Name of *Thomas Hicocks*, N^o 38, 39, 40, 41, 42, of 50 l. each, and five more in the Name of *John Dean*, N^o 43, 44, 45, 46, and 47, of 50 l. each; and also 5 more in the Name of *Benjamin Perrin*, N^o 48, 49, 50, 51, and 52, for 100 l. each; and also 5 more in the Name of *Samuel Wilkinson*, N^o 53, 54, 55, 56, and 57, of 150 l. each, and also 5 sealed Bills of 100 l. each, and carrying Interest at 4 and a half per Cent. N^o 60, 72, 73, 74, and 83, and entered in the Name of *John Capper*, and also 5 sealed Bills of 100 l. each, and carrying Interest at 6 per Cent. and N^o 41, 42, 54, 90 and 91, and entered to the Name of the said *John Capper*; all which said Bills and Notes amounting in the whole to 2750 l. were delivered to the said *Dan. Peck*, as by his Note to be accountable for the same on demand may appear. All which said Cash Notes, as also the said Bills were duly paid by this Defendant, and this Defendant finds indorsed on the back of the said accountable Note, as paid by the said Mr. *Peck* at several times, the Summ of 2654 l. 14 s. 6 d. as by the said Note and Endorsement thereon may appear. And that on or about the 31st of December, 1707. the following sealed Bills were made out by this Defendant, viz. 5 for 100 l. each, N^o 14, 45, 165, 166, and 167; and also 10 for 50 l. each, N^o 3, 11, 21, 53, 61, 108, 109, 146, 148 and 149, and carrying Interest at 6 per Cent. which said Bills were delivered to the said *Dan. Peck*, as by his Note to be accountable for the same may appear. And that on or about the 15th of January 1707. the following sealed Bills were made out by this Defendant, viz. 5 of 100 l. each, N^o 80, 81, 177, 178, 182; and 10 of 50 l. each, N^o 188, 189, 190, 191, 192, 193, 194, 195, 118, and 198; and carrying Interest at 6 per Cent. For which said Bills, amounting to the Sum of 1000 l. the said Mr. *Peck* gave his Note to be accountable for the same as aforesaid. And that on or about the 13d of January, 1707. the following sealed Bills, N^o 55, 77, 80, 85 and 87, carrying Interest at 4 per Cent. were made out by this Defendant; for which the said Mr. *Peck* gave his Note to be accountable for the same as aforesaid. And this Defendant finds endorsed on the back of the said accountable Note last mentioned, as paid by the said Mr. *Peck*, the Sum of 500 l. as by the said Note and Endorsement thereon may appear. And also that on or about the 5th of February 1707. the following sealed Bills, 10 of 100 l. each, and numbered 20, 22, 31, 78, 86, 108, 138, 139, 140 and 146, and

and 10 of 50 l. each, N^o 158, 159, 160, 161, 162, 163, 164, 165, 166 and 167; and carrying Interest at 6 per Cent. were made out and delivered to the said Daniel Peck; and for which he gave his Note to be accountable for as aforesaid. And this Defendant finds endorsed on the back of the said Note 800 l. as paid by the said Mr. Peck, as by the same, and the Endorsements thereon may appear. And also, that on or about the 19th of February, 1707, the following sealed Bills of 100 l. each, being 15 in number, viz. N^o 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 and 74, carrying Interest at 6 per Cent. were made out and delivered to the said Mr. Peck, as by his Note to be accountable for the same may appear. And also that on or about the 4th of March, 1707, the following sealed Bills, viz. 10 of 100 l. each, carrying Interest at 4 per Cent. and N^o 42, 26, 26, 5, 7, 37, 48, 81, 84, and 140, and also 10 sealed Bills of 100 l. each, carrying Interest at 6 per Cent. N^o 314, 315, 316, 317, 318, 319, 320, 432, 433 and 437, were made out and delivered to the said Mr. Peck, as by his Notes to be accountable for the same may appear. To all which several accountable Notes, ready to be produced, and the Entries in the said Company's Books of the said Bills and Cash Notes, amounting in the whole to the Sum of 10750 l. This Defendant doth for more Certainty refer himself. And this Defendant further saith, that in March 1707-8, that he received from the Defendant Sir Humphry Mackworth, the Sum of 1532 l. 5 s. or thereabouts, in Bank of England 1532 l. 5 s. re. Notes and Money, which said Sum, this Defendant was informed, that the said Mr. Peck had received from Sir H. M. paid to the said Sir H. M. on account of the said Notes, and took his Receipt for the same. All which said several Sums of Money received by this Defendant Dykes, on account of the said Mr. Peck, and the several accountable Notes for the several Bills and Cash Notes delivered to him as aforesaid; or for the several Bills or Cash Notes issued out on account of the Agreements aforesaid, amount in the whole to the Sum of 5454 l. 14 s. 6 d. or thereabouts, which this Defendant hath applied to the use of the said Company, as by the Books of the said Company, which for more Certainty this Defendant doth refer himself may appear. And this Defendant shiers saith, that he doth verily believe, that what Moneys were paid by the said Mr. Peck, to the Defendant Sir H. M. was also paid in Specie to the said Mr. Dykes, on account of the Company; but for more Certainty refers himself to the Answer of the said Defendant. And this Defendant farther saith, that he verily believes that the said Company received at their Works at Neath, from the said Mr. Peck, about 132 Tons of Ore, and also received in the Office in London, 5000 Oz. of Bullion, or thereabouts; which Quantities, or the greatest part thereof, appear to be so received by the said Company's Books, to which this Defendant refers but cannot be exact therein, the Account thereof being not yet settled with the said Mr. Peck. And this Defendant does not know, or believe that the Company, or any by their Order, and for their Use, received any Goods bought as aforesaid from the said Mr. Peck, or any of the Goods so manufactured by him for the Company as aforesaid, other than the said Ore and Bullion, as is before set forth. But this Defendant saith, that Mr. Peck delivered to this Defendant into the Office, the several Invoices to the Purposes following, viz. an Invoice for 174 Pigs of Lead, marked M. A. containing 25 Ton, 2 Hundred, and 6 Pound, shipped the 9th of June 1707. on board the *Amity* Ketch, William Cosker Master, for account of the Governour and Company of Mine-Adventurers of England, and consigned to Madam *Eliz. Day*, and *Leasur Casamajor* of Bristol, at 8 l. per Ton, 200 l. 15 s. 6 d. An Invoice for 236 Pigs of Lead, marked M. A. shipped the 22d of August, 1707. on board the *Elizabeth*, John Young Master for Bristol, and consigned to the same Persons, at 8 l. per Ton, containing 34 Ton, 17 Hundred, 2 Quarters, 9 Pound, 279 l. 7 d. An Invoice of 335 Pigs of Lead, marked M. A. and 80 Barrels of Red Lead, shipped the 26th of August 1707. on board the *Laurel*, Henry Glegg, Master for Bristol, and consigned to the same Persons, viz. marked M. A. 335 Pigs of Lead, containing 42 Ton, 12 Hundred, 1 Quarter, 6 Pound, at 8 l. per Ton, 340 l. 18 s. 5 d. D. P. 80 Barrels of Red Lead, containing 26 Ton, 7 Hundred, 2 Quarters, 8 Pound, at 8 l. 10 s. 224 l. 1 d. An Invoice of 150 Barrels of Red Lead, and 70 Barrels of Lytharge, shipped the 26th of December 1707, on board the *Henry and Susanna*, Richard Charles Master for Rotterdam. An Invoice of 160 Barrels of Red Lead, and 85 Barrels of Lytharge, shipped the 23d of January 1707. on board the *Coronation*, John Freeland Master for Rotterdam, as in and by the said Invoices, which are as this Defendant believes in the Custody of the Clerk of the Honourable House of Commons, relation being thereto had, and to which for more Certainty this Defendant doth refer himself, doth and may more fully appear. But this Defendant saith, that although the said Invoices were delivered in to the Company as aforesaid; yet he never heard, neither doth he believe, that the Company ever received any Sum or Sums of Money, on the account of the said Goods, other than what is before mentioned. And this Defendant has the greater Reason to believe the same, for that he having writ to the said Mr. *Lewis Casamajor* at Bristol, for an account of Sales of the said Goods so consigned as aforesaid. He received for Answer, that the Produce of the said Charges so consigned to him as aforesaid, had been before that time remitted to the said Mr. Peck, or to that Effect; and these Defendants say, that they do not know that any Shares were transferred to Mr. Peck by the said Company, or that he ever demanded the same from them, and that they these Defendants have from time to time, acted in all and every the Matters aforesaid, only as Servants to the said Governour and Company of Mine-Adventurers of England, and disclaim all Right and Property to the said Goods and Chartels in the said Bill of Complaint, specified and claimed, and deny all Fraud and Combination whatsoever without that, that, &c.

Orders about the Accounts.

Mr. Jackson reported from the Sub-Committee, appointed to examine the Accounts of Mr. Thomas Hawkins, the Pay Steward at Neath; that they had made a considerable Progress therein, and found that there were a considerable Sum due on the Balance of his Accounts; and the same appearing to be paid by Sir Humphry Mackworth, out of the Rents of his Estate in that Country, to prevent the trouble of Returns, which are very difficult to be there obtained.

Ordered, That the Thanks of this Committee be given to Sir H. M. for his Favour therein. And that he be allowed Interest for the Money, due on the Balance of each of the several Accounts delivered in by the said *Tho. Hawkins*, Pay-Steward at Neath, until the same is paid. And that the same be transferred together, with the Interest thereof to Sir H. M.'s Account; and that the said Mr. Jackson reporting from the said Committee, that they found there had been

No Rent paid
for Smelting
Houses.

no Rent paid for the Smelting Works, Refining Works, and Red Lead Mills at *Neath*; or any Money disbursed by this Company, on Account of the said Buildings, but that the same was built by Sir H. M. on his own Estate; and therefore they thought it proper, that the same should either be purchased, or a Rent fixed for the same. And Sir Humphry Mackworth at the same time generously referring the settling thereof to this Committee. It is therefore ordered, that the same be taken into Consideration the next Committee.

At a Court of Directors, of the Governour and Company of the Mine-Adventurers of England, &c.

Order for Repay-
ment of Money
to Sir H.

held on Wednesday, March 14. 1704. It appearing to this Court that Sir H. M. hath paid the Rent of 28 *l.* for the Mines of *Cumist* with, the yearly Rent of five Pounds, for the buying the tenth Duty of the Mines of *Penerdage*; and also the yearly Rent of five Pounds for all the Mines in *Low Cumist* from the Date of their respective Leases.

Ordered, That the same be repaid to the said Sir Humphry Mackworth.

Thanks to Sir H.

At a Court of Directors, &c. held on Wednesday, July 24. 1707. Ordered, That a Letter of Thanks be writ to Sir H. Mackworth, and that Mr. Breton be desired to Pen the same.

At a Court of Directors of the Governour and Company of the Mine-Adventurers, &c. held on

Thanks to Sir H.

Wednesday, July 23. 1707. Ordered, That the Secretary return to Sir H. Mackworth, the Thanks of this Court, for the great care he hath taken in their Concerns.

At a Court of Directors, &c. held at their House in Angel-Court on Snow-Hill, on Wednesday,

Orders to pay
Sir H. for Mo-
ney lent.

March 3. 1707. Ordered, That the Accomptant does inspect what Money has been borrowed from, or is due to Sir H. M. for Disbursements on Account of the Mines, and that the same be paid with usual Interest.

Whyshaw's
Bills

At a Court of Directors, &c. held at the Mine-Office, &c. on Wednesday, March 3. 1707. Ordered, That Mr. Whyshaw's Bill for Law Charges, be referred to Tho. Breton, Esq. and that the same be paid accordingly.

Mr. Powell's
Duty.

Ordered, That the Account of the Duty of the Mines taken from Mr. William Powell, be settled by the Accomptant, and paid at the rate of 4 *l.* per Ton.

Accounts exa-
mined.

At a Court of Directors, &c. held at the Mine-Office, &c. on Tuesday, April 27. 1708. Resolved, That this Court will sit *Die in Diem*, to inspect the Books for issuing out the Cash, since the first of March, and to see whether it has been duly applied for the Payment of Bills, Notes, or Bonds, and to prepare Business for the General Court.

Director's Re-
port.

At a Court of Directors, &c. held at the Mine-Office, &c. on Tuesday, March 4. 1709.

The Report of the Court of Directors to the General Court of the Mine-Adventurers.

The said Directors do hereby humbly certify, that they have examined the Company's Books, relating to the Receipts and Payments of Money, together with the Vouchers for every Payment, from the first of March last, to the first of this instant May, and do find, that the Company's Cash hath been laid out in carrying on the Work of their Mines, and in paying Moneys owing on Bonds, Bills, and other Notes issued out for enlarging the working Stock of this Company. And that there hath not been any Misapplication of any of the Company's Money, to any private Use whatsoever.

They do also certify, that the Deficiency of Cash at this Time, did not arise from any defect of the Mines, but was occasioned by a late Clause in an Act of Parliament, passed in Favour of the Company of the Bank of England. Whereby all Corporate Bodies are restrained from borrowing, owing, or taking up any Money on their Bills or Notes, payable on demand, or any lesser time than six Months.

At a Court of Directors, &c. held on Wednesday, December 22. 1708.

The Accomptant delivered into this Court, the Balance of the Company's Books, as also an Abstract of the same, Ordered, That the Examination of the same be referred to Sir James Hallet, Mr. Edmund Clarke, Mr. Henry Buck, and Mr. William Gardener, or any other of the Directors, and that they be at Liberty to take to their Assistance Mr. Edward Harrison, Junr, Mr. Richard Curtis, Mr. Geo. Jackson, and Mr. Abraham Browne.

At a Court of Directors, &c. held on Wednesday, Jan. 5th, 1708-9.

Mr. Clarke reported from the Committee of Accounts, That they had begun upon the Examination of the Books, and recommended to this Court, that a Book be provided wherein to be duly entered the Minutes and Proceedings of that Committee.

Report of the
Committee.

The Report of the Committee of Management being read, was approved *Nemine Contradicente* and Ordered to be printed for the Satisfaction of the absent Partners.

The Report of the Committee appointed at a General Court held at the Mine-Office in Angel-Court, on Snow-Hill, the 6th Day of May, 1708. Present his Grace the Duke of Leeds, Governor, and others.

IN Obedience to the Order of the said General Court, we have examined the present State of the Mines, and Affairs of this Company, and considered what may be proper to be done in the present Juncture for their Interest and Service, which we humbly submit to the Judgment of this Court.

And first, conceiving it necessary that their Books should be balanced, in order to make out a State of the Company's Stock, we gave Directions for that purpose to the Accomptant, who hath prepared the same accordingly; by which it appears, That all the Original Stock which was raised by the Company for the working and manufacturing Mines and Minerals, was 20000 *l.* besides some Principal Money and Shares belonging to them. And that they have disbursed from time to time in dead Charges, (that is to say) in carrying up Adits, Levels, and Soughs to Twenty eight several Mines, sinking many Shafts and Pits thereon, in Building several large Work-houses and Furnaces for smelting, refining, and making Red Lead, in erecting Houses for the Miners and Work-men, and Engines to drain the Water, and other Charges, as appears by the Particulars set forth in the Books of the said Company, the Sum of 43308 *l.* 1 *s.* 10 *d.* And that they have paid away in Interest and Annuities, as by Particulars in the said Books, 7685 *l.* 13 *s.* 1 *d.* which amounts in the whole to 120173 *l.* 14 *s.* 11 *d.* And after all these great

great Expenses, we do find that the Company are indebted no more than the Sum of 35167 l. Debt. 1 s. 3 d. over and above their present valuable Effects, not including therein their Stock in Principal Money or Shares, which stands in the Books at the Original Value of 51200 l. Whereby if the Company's Credit had not suffer'd by the late Act of Parliament, they had been worth 16122 l. 18 s. 9 d. over and above all their Debts. And whilst their Credit was good, they had no reason to dispose of their Stock, which they expected would every Year advance to a much greater Price.

Neither are there included in the said Effects any of their Mines of Lead or Copper, the value of which Mines (being twenty eight in Number) appear to be very considerable by two several Reports, whereof One was made by the Committee particularly, appointed by this Court in May last, to view the State thereof, and the Other by an experienced Artist lately sent out of Derbyshire, by his Grace the Duke of Leeds.

In the first Report, *The Mines actually discovered and tried, are estimated at the value of One Million and upwards.* *Value of Mines. Estimates not unreasonable.*

And in the latter, Five of the said Mines are said to yield such quantities of Ore weekly, as will produce a Yearly Profit of ten thousand Pounds and upwards, over and above all manner of Charges.

These Estimates in the said Reports do not seem improbable for these Reasons.

1st, The Estimates in the first Report, are not made upon *Suppositions*, as those were in the beginning of this Undertaking, before any of the Levels were carried up to the Ore, but upon *Facts* lately viewed by Gentlemen of undoubted Credit and Reputation. *Estimates not unreasonable.*

2dly, The said Estimates are not made of Mines under any Ground *untried*, but of such Veins, and of such parts of them only to which *Adits and Levels* are carried up, and on which several *Shafts* are sunk down to the Ore.

3dly, The said Estimates are not made upon the full Wideness of the Veins or Ore found in the Levels and Shafts, but only on a *third or a fourth part* thereof.

4thly, No Estimates are made in the said first Report of several rich Veins *actually discovered and tried*, whereof two only shall be mention'd, viz. One Vein which is *thirteen Foot wide* most in Ore, out of which the said Derbyshire Gentleman declares, that more Ore can be raised every Week, than out of any four of the other Veins, and yet no *Valuation* hath been made thereof.

5thly, Neither hath any Estimate been made upon the Copper Vein; which is so rich, that it yields *Native Copper and Green Ore*, that yields one Tun of Copper, out of two Tuns of Ore. By all which it seems plain to us, the Gentlemen who made this Report did not intend to amuse the Company with extravagant Valuations.

6thly, The said Estimates were not made by *Persons unacquainted* with these things, but by the most experienced *Artists and Miners* in the Company's Service, pursuant to a particular *Instruction* of the Court of Directors, in order to give this Court the best information could be had of the real value of their Mines.

And as to the Report of the Derbyshire Gentleman, who asserts that sixty nine Tun of Ore may be raised every Week out of five of the said Mines, in the Proportion and at the Rates therein mentioned, and that thereby a neat Profit of 203 l. 3 s. may be made every Week, clear of all manner of Charges, which amounts to the Sum of 10563 l. 16 s. per Annum, we do not find any just Exception can be made to the probability thereof, the said Mines being now brought to good Perfection. And we have reason to believe, that some of them are likely to yield much greater Profit, and that the refining and reducing may be done at less Charge than is by him set down.

We also observe, That Mr. Waller proposes in a Year's time to raise more Ore, and to greater Profit, out of the rest of the Mines; and whatever Profit can be now made in time of War, will in all probability be twice as much in time of Peace, by reason of the Advance of Price and Cheapness of Freight, &c. And we have reason to believe, that this Undertaking will every Year be carried on to greater Advantage.

From all which we may reasonably conclude, that the Debt of the Company is very inconsiderable, *Debt not great compared with the great Treasure belonging to them.*

And to demonstrate how good an Opinion the Governour, Deputy-Governour, and principal Manager in Wales, have always had of the Richness of the Mines. We have ordered the Accountant, to extract out of the Company's Books, the State of their respective Accounts, from the beginning of the Undertaking to this time.

An Account of what Principal Money and Shares, the Governour, Deputy-Governour, and Principal Manager of the Mines, originally had; and what Annuities and Shares they now have.

And also, of what Sums of Money they have from time to time respectively lent the Company, and what remains due to each of them; extracted out of the Books of this Company, viz.

THE Most Noble his Grace THOMAS Duke of Leeds, Governour, had Originally in this Company 122 Shares, and 4000 l. Principal Money, whereof the said Principal Money is turned into Annuities, amounting to 240 l. per Annum. And his Grace hath neither disposed of D. G. &c. the said Shares or Annuities, or any part thereof.

His Grace hath also lent the Company the following Sums, to carry on their Works, viz.

1704	December the 25th	Lent	500 l.
	February the 13th		800
	March the 7th		200
1708	July the 8th		1000

In all 2500

Which Sum of 2500 l. is now owing to his Grace from the Company.

SIR Humphry Mackworth Deputy-Governour, had Originally 205 Shares, and Principal Money 6433 l. and hath since purchased 15 which makes the even Sum of 6450 l.

which Sum is turned into Annuities amounting to 387 l. per Annum, whereof he hath transferred to his Brother Bulkly Mackworth, Esq; 12 l. per Annum; and the said Deputy-Governour

now hath not disposed of the said Shares or Annuities, or any part thereof, (except the said 12 l. per Annum.)

The said Deputy-Governour hath also lent the Company the following Sums, to carry on their Works, viz.

		L.	s.	d.
1699	December the 23d.	Lent 1797	18	6
1702	August the 30th.	2364	3	8
	December the 26th.	1473	12	7
1703	April the 2d.	1000		
	January the 31st.	2266	17	5
1704	June the 1st.	1900		
	Ditto 14th.	500		
1705	Ditto more	500		
	March the 3d.	1000		
1706	September the 11th.	200		
	January the 2d.	400		
1707	April the 7th.	400		
	January the 9th.	1400		
1708	January the 29th.	600		
		Lent in all	14902	6 8

And there is now owing from the Company to the said Deputy-Governour, by Bonds and Bills in his own Name, the Sum of eight thousand, one hundred seventy five Pound, besides what he hath in other Persons Names.

M R. William Waller Principal Manager of the Mines, had originally, and hath now 76 Shares, and 2475 l. Principal Money; which said Principal Money is turn'd into Annuities, amounting to 148 l. 10 s. per Annum, and the said Mr. Waller hath not disposed of the said Shares or Annuities, or any part thereof.

The said Mr. Waller hath also lent the Company on Bond in his own Name, 1200 l. which Sum is now owing to him; and he hath received no Salary from them since the Year 1700.

Mine-House, Jan. the 10th. 1708.

Tho. Horn, Accountant.

Thus it appears that the Governour, Deputy-Governour, and Principal Manager in Wales, have not only kept their Original Stocks, but lent considerable Sums of Money to the Company; which plainly demonstrates their good Opinion of the Mines, as well as their great Zeal for Support of the Undertaking; which it's plain, hath prevailed above the Consideration of any private Advantage to themselves, since the Company are obliged to them for the best Mines they now enjoy.

Opinion of Committee concerning an Union.

And as to what may be proper to be done in this present Juncture of Affairs for the Service of the Company, we humbly conceive.

I. That it will be for the Honour and Service of this Company and all the Members thereof, that speedy Care be taken to discharge their Debts, and in the mean time that Interest be paid for the same.

II. That a sufficient Stock be rais'd, to carry on the working of the Mines with good Effect.

III. We conceive that in order to obtain the Ends above-mentioned, it will be absolutely necessary in the present Juncture of Affairs, to petition the Parliament (amongst other things) to establish a new Regulation of the Company, by uniting the Blanks, Annuities, and Shares, under one Denomination and Interest, with a Power for a General Court to raise such a joint Stock as they shall judge requisite for the Purposes aforesaid.

IV. The Necessity of this Method may appear, by considering whether any other can be proposed to extricate the Company out of their present Difficulties; if the Proprietors of Principal Money and Annuities, will refund what they have received, and thereby raise a Stock to carry on the Undertaking, and pay off the Creditors, the present Constitution may remain without Alteration, but if that be not agreeable, then they must either admit the Creditors to have the Mines in Execution, whereby they will be in danger of losing all, or else they must pray the Assistance of the Proprietors of the Shares to join with them in raising such a Stock, which cannot reasonably be expected from them, who never received any Dividend or Profit, and have only a Reversionary Interest, unless they will all unite under one Denomination.

V. This Method is not only necessary, but seems most advantageous to all Parties, for by this means the Creditors will not only have the Profits of the Mines without farther Trouble, Expence or Hazard, under a good Management and Constitution, but also the Aid and Assistance of six hundred Partners, which will be very considerable on a small Contribution.

The Proprietors of Principal Money and Annuities will not only join to keep the Mines out of the hands of the Creditors, who have neither Charter nor Constitution, and have the Assistance of the Proprietors of Shares to raise a Stock for the Purposes aforesaid, but will also have the Advantage of being let into the Direction of the Management of the whole Undertaking.

And the Proprietors of Shares, in Consideration of their present Contribution, will not only have a nearer Prospect of a Dividend, but also be enabled by their united Strength to work their Mines with greater Vigour.

Upon the whole Matter we conceive, That by this Union, all our present Difficulties will be easily conquer'd, a new Stock speedily raised, the Undertaking effectually carried on, to the Satisfaction of the Creditors, the Relief of many hundred poor Families that depend upon it, the Advantage of every Person concern'd in it, and the general Good of the Kingdom, since all that is dug out of the Earth is clear Gain to the Nation.

At a Court of Directors held the fifth Day of this instant January, 1708. the said Report was read and approved *Nemine Contradicente*, and ordered to be printed for the Satisfaction of the absent Partners.

By Order of the Court of Directors,
William Shiers, Secretary:

At a Court of Directors, &c. held on Monday the 28th of February, 1708-9.

An Account of the Proceedings and Care of the Directors of the Governour and Company of the Mine-Adventurers of England, with Relation to their Accounts, their Charter, and other the Affairs of this Company, being twice read, was approved, and ordered that the same be printed and deliver'd to the Partners. *An Account of the Care of the Managers order'd to be printed.*

An Account of the Proceedings and Care of the Directors of the Governour and Company of the Mine-Adventurers of England, with Relation to their Accounts, their Charter, and other the Affairs of this Company. Carefully extracted out of the Company's Books by the proper Officers, as by Relation to the same may appear.

At the first General Meeting of the Mine-Adventurers in Stationers-Hall, May 2. 1699. present, the most noble his Grace the Duke of Leeds, Governor, the Deputy-Governour, and others. Several Officers were chosen for keeping the Books and Cash of the said Company in London, and for managing the Mines in Wales, and paying the Miners and Workmen there; and it was ordered, That no Person be chosen of the select Committee, or Transfer admitted to be made by any who did not submit to the Constitution.

May 5. At a General Meeting, present, the Governour, Deputy-Governour and others, they proceeded to the Choice of a select Committee, for the Management of the Mines, by way of Balloting, according to the Constitution settled and made by Sir Humphrey Mackworth, at the beginning of the Undertaking.

May 8. A Report, that the Majority of Voices upon a Scrutiny fell upon the Persons following, viz: Sir Thomas Mackworth, Sir William Hedges, Samuel Trotman, Esq; Paul Docminique, Esq; Daniel Park, Esq; William Young, Esq; John James, Esq; William Player, Esq; Thomas Breton, Esq; Mr. Richard Chancey, Mr. James Hallet.

At the first Meeting of the said select Committee, held at Durham-Court in great Trinity-Lane, London, on Wednesday the 10th Day of May, 1699.

The Stock of Twenty Thousand Pounds locked up in the Iron Chest was taken out and viewed, consisting of 200 Bank sealed Bills, 100 l. each, from N^o 6401. to 6600. inclusive, dated 25th of February, 1698. and then replaced in the said Iron Chest, which had seven Locks and Keys, in the Custody of seven of the said Committee.

May 12th and 15th, 1699. The said Committee resolved to forbear receiving their own Interest (though ordered by a General Court) but submitted to pay to others, who were very pressing for the same.

As to the Accounts, it appears by the Books of the Company, that the select Committee before the Charter, and the Court of Directors since the Charter, have constantly every Year appointed a Committee, to take, examine, state and pass the Accounts; and accordingly the Accounts of this Company have been every Year taken, examined, passed and signed by the said Committee, being Men of Capacity and Integrity, and having sufficient Authority for the same, in manner following; That is to say, *Cash Accounts examined and allowed.*

The Cash hath been examined as follows, viz.

From May 19, 1699. to Aug. 17. 1699. Exam. per H. M. W. Y. R. C.	H. B. } Piggot's Cash
From May 19, 1699. to May 4, 1700. per Abra. Browne, Rich. Curtis,	
From March 7, 1700. to May 3, 1703. per Abra. Tillard, Rob. Wakeman, Geo. Paske.	
From May 3, 1703. to Aug. 10, 1703. per Sir Tho. Mackworth, John Preston, Edw. Bromfield.	
From Aug. 10, 1703. to Aug. 30, 1703. per Sir Tho. Mackworth, Tho. Breton, John Preston.	
From Aug. 30, 1703. to Nov. 26, 1703. per Sir T. Mackworth, R. Sterne, Ed. Bromfield, J. Preston.	
From Nov. 26, 1703. to Oct. 15, 1705. per Rich. Sterne, Edw. Bromfield, John Preston.	
From Oct. 15, 1705. to Jan. 14, 1705. per John Preston, Abra. Browne, Rob. Chaundler.	

DIRECTORS.

ASSISTANTS.

From Jan. 14, 1705. to Aug. 15, 1706. Exam. per	Tho. Breton, Sir T. Mackworth, John Preston, Edw. Harrison, Abra. Browne, Edw. Bromfield, Free. Collins, Geo. Paske, Esq; Rich. Sterne,	Rob. Chaundler, Henry Buck, Nath. Powel, Phil. Wheake, Reg. Williams, Will. Gardner, John Sadleir, John Wisshaw, James Preedy, Free. Collins, Will. Plaxton, Tho. Mulscoe.
From August 15, 1706. to July 9, 1707. Exam. per	Edw. Bromfield, Free. Collins, John Preston, Geo. Paske, Esq; Sir T. Mackworth, Tho. Breton, Esq; Rich. Sterne, Esq; Will. Pemble, Abraham Browne, Edw. Harrison.	John Child, John Wisshaw, Henry Buck, Reg. Williams, Phil. Wheake, James Preedy, R. Chaundler, John Sadleir, Tho. Railton, Esq;
From July 9, 1707. to March 23, 1707. Exam. per	John Preston, Geo. Jackson, Rich. Sterne, Esq; William Gardner, Free. Collins, Will. Fenwick, Esq; G. Paske, Esq; Bulk. Mackworth, Esq; Edw. Harrison, Sir T. Mackworth.	Edw. Bromfield, John Sadleir, Henry Buck, Rich. Curtis, Phil. Wheake, T. Railton, Esq; Rob. Chaundler, Will. Shiers, Abra. Browne, Edm. Lightfoot, James Preedy, Gam. Chester,
From March 23, 1707. to July 8, 1708. Exam. per	George Jackson, Tho. Breton, Esq; Free. Collins, Sir James Hallet, Will. Fenwick, Esq; Edw. Harrison, William Gardner.	

And thus it may fully appear, what great Care the Directors above have taken of the Companies Accounts, and of all the Money from time to time received to their Use, from the beginning of the Undertaking to this time, and how little Reason there hath been for any Complaints, for want of settling their Accounts, or for any Suspicion of the least Misapplication of the Company's Cash, and yet they have appointed four Directors and four Assistants to go over them again, to see if the said Committees have made any Mistakes.

And as to the Deputy-Governor, it appears that he has kept a great Cash with them, and has several times lent the Company considerable Sums of Money, both in London and at their Workhouse, without receiving any Interest for the same; and the Principal Officers being lately examined, viz. the Secretary, Cashire and Accomptant, they did declare upon Oath, at a General Court, that they did not know or believe that Sir Humphrey Mackworth had, directly or indirectly, *Directors and Officers examined at a rectly, General Court.*

rectly, wronged the Company of any the least Sum of Money whatsoever, but they knew that he had several times forbore to take even that Money that was ordered, and was due and payable to him.

Method of
Accounts
approved.

And as to the Method of their Accounts, the same has been often inspected by the Directors, and others of the Company, and published in Print, and has been approved by all, and in particular by those that now pretend to find fault with them; as for Instance,

November 4, 1701. At a Meeting of the Select Committee, and in the Absence of Sir Humph. Mackworth, Mr. Tillard reported, That in Pursuance to an Order of the last Committee, he, together with Mr. Breton, Mr. Paske, Mr. Curtis, Mr. Jackson, Mr. Dillingham, and Mr. Collins, being the Sub-Committee appointed to inspect the Books, examine the Method of Accounts, and to consider what was fit to be allowed for keeping the same, had inspected a great Number of Books, which appeared to be necessary for keeping their Accounts, and are of Opinion, that they are settled in the best Method that can be, and thereupon they advanced the Salary of the Officer; which Report was approved, and signed by the said Examiners, Mr. Curtis and others, and also By Mr. William Young and Mr. Thomas Minshall, being also Members of the said Select Committee, and then and there present at the making of the said Report, and was afterwards confirmed by a General Meeting, Dec. 30, 1701.

But that every Partner might in some measure be judge themselves of the Method, as well as they that inspected the Books, and attended the said General Court, the same was published at the end of a small printed Book, entitled, *Rules, Orders and By-Laws for the good Government of the Corporation of the Governour and Company of the Mine-Adventurers of England.*

Orders for
Management of
Mines.

And the Orders made for the better Management of the Mines are also printed and published at the end of the said Book; whereby it may appear, that no manner of Care hath been wanting in the Managers above, to bring this Undertaking to the utmost Perfection.

As to the Success of the Mines, or Management below in Cardiganshire, the Managers above (having done their Duty as aforesaid) do not apprehend, that they are any wise accountable for the same.

About Engraft-
ment.

But yet they have from time to time endeavoured to supply the Defect of those Mines, on which the Undertaking was at first founded, by the Assistance of their Deputy-Governour, who at their Instance and Request hath been prevailed upon to add several other Mines more valuable than the first; and yet at a fourth part of their Value, and when he saw that even those did not presently answer the great Profits expected (though they now are profitable) he generously and voluntarily added several others of greater Value, without any valuable Consideration, which prove to be the chief, if not only Support of the Undertaking; all which could not have been expected that any other Partner would have done, or he himself in any other Capacity, than as he was settled at the Head of the Undertaking, and extraordinary zealous for the Success of it.

Managers
Sincerity.

The Managers have given undeniable Proof of their good Opinion of the Undertaking, by keeping so great a Stock, and advancing Money from Year to Year, for the Support of it; and since all Undertakings of this Nature have some Dependence on their Credit, as well as on future Expectations of great Profit, those that endeavour to lessen the Credit either of the Undertaking or the Managers, without just Cause, can never intend the Good of the Publick, but of themselves, and that may plainly appear in the present Case, when it is well known, that one of the principal Persons that opposed the happy Union that is now established, at the last General Court, was ready to have given up all his Objections and Opposition, if the Justice and Integrity of the Managers could have been influenc'd so far, as to have shew'd the least Partiality in his favour, and turned his Annuities into Bonds.

But as the Directors are Persons of unblemish'd Reputations, they also consider, that they are upon their Oaths, and under a Trust both to the Adventurers and Creditors, and though their Inclinations might lead them to shew Favour to those that want or desire it, yet they do not think they are at Liberty to do it out of other Mens Properties, without their Consent.

This was a time very proper for designing Men to fish in troubled Waters, and many more than were expected, seem'd ready to make their Advantage of it, but the wise Conduct and great Judgment of our Governor, the Integrity of the Directors and chief Managers, and a Sense of the true Interest of the Undertaking amongst all the Partners, has happily prevented those Mistakes and Divisions, that alone can ruin this Undertaking.

Reasons for the
Settlement of a
D. G. for Life.

And whereas some Objections have been made against the Company's Charter, and the Managers reflected on, for suffering the Place and Office of Governour or Deputy-Governour to be established for Life, and in one Family, contrary to the Custom of other Companies, who elect every Year, as if the Directors had betrayed the Trust reposed in them, and subjected the Company to an Arbitrary Government.

The Answer is very obvious from the same Constitution established in the Original Settlements of the Mine-Adventure, under the Hands of all the Partners, and enrolled in Chancery, and from several Grants of rich and profitable Mines made to the Company; for all which, that very Establishment was the chief Consideration, and was so done by the unanimous Consent and Approbation of all the Adventurers then present, who had a better Opinion of their Undertaking for that Reason, because it engaged the Care and Pains of a Family to assist them, who lived in Wales, and was instrumental to set up the Undertaking, and was likely to be so in the preserving of it, and who were so restrained by a voluntary Act and Compliance in the Original Settlement, and afterwards by the Charter, from a Majority of Voices to one single Vote, that they had thereby a Power to do the Company a great deal of good, as appears by many Instances of great Value, but could not possibly do them any hurt, without a Breach not only of Oath in twelve Directors chosen every Year, which could not be imagined by any, that considers how much depends upon the Oaths of any two credible Witnesses, but of Trust too, which lays as great an Obligation upon Men of Honour and Conscience, as an Oath can do. But to come to Facts in particular.

By the Original Settlement of the Mine-Adventure inrolled in Chancery, and made the 3d Day of August, 1698. and executed by his Grace the Duke of Leeds, the Right Honourable the Lord Bolingbrook, the Lord Lanesboro', the Lord Digby, Sir John Morden, Sir Paul Whitcomb, Sir John Pryse, Sir Christopher Wren, Sir Humphrey Edwin, James Hallet, now Sir James Hallet, Edward Ni-

Nicholas, Esq; William Powel, Esq; Henry Lloyd, Esq; Samuel Trotman, Esq; William Freeman, Esq; Richard Stephens, Esq; Richard Chauncey, Richard Curtis, Gent. Thomas Frederick, Esq; and many other Original Adventurers of the Mine-Adventure, of the one part: Tho. Downe, Esq; Richard Hoare, Robert Fowles, Goldsmiths, and Richard Baker, Gent. of the second part: Sir Humphry Mackworth and Edward Pryse of the third part: and Sir Joseph Herne, Sir William Hedges, Sir C. Pryse's Power. Sir Thomas Vernon, of London, Knights, of the fourth part: The Settlements of the former Partners were recited, whereby it appeared, that every Partner was to have Votes in the Meetings, for the Management, in proportion to his Shares, and consequently Sir Carbery Pryse, a Majority of Votes in all Meetings; and by the said Settlement, the Right of the Chair was to remain in him, his Heirs and Assigns, with a Power to make a Deputy, and to appoint all Officers; thereupon it is farther recited as followeth.

And whereas the said Mines have hitherto proved unprofitable to the Owners, for want of a Stock and of a good Constitution for the Management thereof, and by reason of unhappy Differences and Law-Suits amongst the Partners, and five Years of the said Term granted by the said Sir Carbery Pryse, is expired, and several considerable Sums of Money are owing to several Officers, Agents and Stewards, Miners and Labourers, and to several other Person and Persons, and are chargeable upon the said Mines, all which hath hitherto discouraged the Partners from raising a Stock.

Therefore Sir Humphry Mackworth, who for himself and Friends had purchased the Interest, late of Sir Carbery Pryse, and was Chairman in his Place, and with the same Powers as aforesaid, at the Request of the said Partners agreed to petition his Grace the Duke of Leeds to be their Governour, and to accept the Chair after his Grace, and in the mean time to be his Grace's Deputy, and also to reduce himself from a great number of Votes, (proportionable to his Shares) to one single Vote, with twelve other Votes, or 12 Directors to control him, and to establish a new Constitution out of the best Charters in London, and to lengthen their Term, and put an end to their Law-Suits; of which Service the Company was then very sensible, and have several times since been pleased to acknowledge in their general Courts and Court of Directors, that he had done the Company good Service, as 13th Dec. 1699. 21st. 1701. Feb. 2d. 1701-2. May 16th. 1702. March 12th 1702-3. May 13th. August 3d. 1703. 5th. 1703. May 4th. 1704. December 20th. 1704. and in many of those Instances, Mr. Curtis and Mr. Chauncey were present, and consenting; and lately at a General Court, Jan. 17th, 1708. after some Reflections insinuated by two or three Persons, as if Sir Humphry Mackworth had acted arbitrarily; Sir James Hallet and other Directors then present, were examined thereto, upon the Oath they had taken, and they all declared, that they never remembered at a Court of Directors since the beginning of the Undertaking, and their sitting there, but that every thing was carried fairly by the said Sir Humphry Mackworth, and Unanimous, without the least Division amongst them, which can hardly be said for ten Years together in any other Company whatsoever; whereupon the Thanks of the said General Court, was given to the said Deputy Governour, for his faithful Service to the Company, without any Person declaring a negative Voice.

And when the Charter was passing, all proper Steps were taken for Security of the Company, as by the Company's Books may appear.

July 2. 1701. At a General Court, the drawing and settling of a Charter is referred to the select Committee. Care in passing the Charter.

July 7. 1701. At a Select Committee two Settlements left with the Secretary in Order to draw a Charter.

July 22. At a Meeting of Select Committee, agreed, That the Grand Committee be left out.

October 20. A Letter of Thanks signed by Mr. Curtis and others as followeth, viz.

S I R,

WE had the Favour to receive yours, and the great Sense we have of the many Obligations you have already conferred on this Company, and the signal Services you are now transacting for our Interest, makes us unanimously concur to return you our hearty Thanks, and withal to assure you, that this Committee highly approves of your Proceedings, and shall on all Occasions contribute their utmost Assistance for Accomplishment thereof, and therefore submit to your Management, either to contract by way of Engraftment, or otherwise, as you shall see most for the Advantage of this Company, and we doubt not but you will have the ready Concurrence of the next General Meeting, as of

Sir,

Your Humble Servants,

21st Octob. 1701.

Abraham Tillard, Rich. Curtis, Free. Collins, John Dillingham, George Jackson, George Paske.

January 22. 1701-2. Resolved. "That it is the Opinion of this Committee, that in Consideration of the signal Services done by Sir Humphrey Mackworth, in completing the Agreement (for lengthning the Term, and enlarging the Boundaries) so advantageous to this Company, the said Sir Humphry Mackworth and his Heirs Males, when of the Age of one and twenty Years, shall immediately from, and after the Decease of the most Noble his Grace the Duke of Leeds, for, and during the present and additional Terms, be admitted to preside in the Chair of this Company, and empowered to make a Deputy. Which was confirmed at another Meeting the 2d of February 1702. and afterwards it was ratified and confirmed in a General Court, May 14. 1702. Nemine Contradicente, his Grace the Governour being then in the Chair, with this Addition, that the several and respective Heirs Males of Sir Humphry Mackworth, to qualify themselves for the Chair, be obliged to have one hundred Shares in the said Mines; and when the Solicitor General declared, that a Limitation of the Governour's Place to Heirs Males was not usual, but that it might be limited to the Sons in being, Sir Humphry Mackworth readily consented thereto; and thereupon,

Feb. 12. 1703-4. Ordered, "That this Committee shall recommend to the next General Court, that a By-Law be made to elect the Heirs Males of Sir Humphry Mackworth, so qualified as aforesaid, notwithstanding the said Clause.

And to demonstrate, that Sir Humphrey Mackworth has paid dear enough for that Feather in his Cap, it appears that besides the Mines in West Level, and in Eskirfroith, and the lengthning the Term of Eskirhyr, which were all that were in the original Agreement of the Ingraftment, he first added to that Bargain, the Rich Mines of Combsumblock, and the Mines of Pencraigethee, in which his Grace had also a Share, and freely bestowed the same upon the Company.

K

And

Sir H. confirm'd Governour after his Grace.

Consideration. His Grace's Gift.

Sir H's farther
Gift.

And some time after Sir Humphrey Mackworth and his Partners, by his Persuasion freely and voluntarily assigned to the Company the Mines of Comystwyth and Ystymyten where the greatest quantities of Ore are now raised, and also the Inheritance of the Gaginon Brimpicka and Curmerwin Veins, all rich in Silver; and since that again, hath procured other Mines, which are rich Veins, and lye so close, that great quantities of Ore may be raised from them.

But yet there are some, who having no Knowledge of these things, or having (as they think) got all from Sir Humphrey Mackworth that he is capable to do for them, are mighty zealous for Regulations, and new Charters and Governours, all which Sir H. Mackworth hath promised to submit to the Disposal of the Governour and Company as soon as they please, and he cannot have any reason to doubt, but he will get greater Advantages out of the Chair, than he has ever got in it.

As to the Objection that Sir Humphrey Mackworth has great Profit by his Workhouses and Coal, it may not be improper to insert a Letter that was sent to Sir Humphrey Mackworth by Order of Mr. Curtis, Mr. Hallet, and others, at a Select Committee the 24th of July, 1700.

S I R,

His Services
about his Work-
houses.

THE eminent Services you have done for the Mine-Adventurers, is acknowledged by every Judicious Member that has acquainted himself with the Constitution and Conduct of this Affair: But we of the Committee having more immediate Opportunity of observing the many Advantages we enjoy by your Means in the Management thereof, are desirous in a more especial manner, to render these our sincere and hearty Thanks for the same.

We must own that by your permitting the Office to be kept at your Chambers, the Society has saved a great Charge, and received a greater Benefit by the indefatigable Care you have taken personally in the overseeing and disposing the Business thereof.

We are likewise to acknowledge your generous Favour, in consenting to have Furnaces built at your House in Neath; and being content to receive such reasonable Satisfaction for the same, as the Committee should think fit; and we think it seasonable now to recommend to your Consideration, of preparing Proposals of the Terms you are willing to continue the same to us, as well as what you expect for the time past, and some of the Committee intending to view the Premises this Summer, you may if you think fit, communicate your Thoughts in this Matter to them, and upon their Report such Order shall be made as is reasonable,

By

Sir,

Your most humble Servants,

Sam. Trotman, Abraham Tillard, Richard Curtis, John James, Will. Young, James Hallet, George Jackson.

But no Agreement was made till March the 19th, 1704. though frequent Views and Estimates were made, and Sir Humphrey Mackworth has received no Rent in Money to this time; nor Money for Coal, which he sells at the usual Price, and might have ready Money for much more than he can raise out of his Works; and the Company must pay ready Money at a greater Price in any other Place; and he can have a greater Rent for the said Work-houses, if the Company think it for their Service to relinquish their Bargain. But at that time the said select Committee have expressed their Sense in these Words, viz.

THIS Committee therefore being sensible of the great Regard, the said Sir Humph. Mackworth hath always had to the Interest of this Company, as well as of his Kindness in letting the said Work-houses at the Rent above-mentioned; which this Committee do apprehend to be very moderate, and advantageous to this Company. It is thereupon Ordered, That the Thanks of this Committee be given to the said Sir Humphrey Mackworth for the same.

May 13, 1703. The said Agreement confirmed at a General Court.

August 3, 1703. A Letter was writ from the said select Committee to Sir H. Mackworth.

S I R,

WE had the Favour of yours, and cannot but concur with you in Opinion, that most of our Affairs in both Counties ought to be put under a better Method of Management, and particularly our Accounts, as well as our Smelting, &c. We all join in our hearty Thanks for your great Care in our Concerns, and cannot but approve of your prudent Proceedings, the same being so much for the Advantage of the Company, as well as,

S I R,

Your humble Servants,

Hopefor Bendall, Rich. Curtis, Edw. Jefferies. Abra. Tillard, Rich. Chancey, James Hallet, Rob. Nelson, Rob. Wakeman.

September 7. Another Letter of Thanks was writ for Sir H. Mackworth's good Conduct.

October 5. Another Letter to the same Effect.

June 1. 1704. The Deputy-Governour was requested to reside at the Mine-Office, for the better Management of the Affairs of this Company; whereupon he was at great Expence to furnish several Rooms, notwithstanding his Family continued in Park-street, and afterwards in Fulham.

March 1. 1704-5. The Money paid by Sir Humphrey Mackworth for the Mines of Comystwyth, Ystymyten, and Pencredistee, ordered to be paid, but are not.

Law-Charges.

As to the Charges the Company has been at about pressing their Men, there has been so many Orders of Courts of Directors and Assistants, and of General Courts for that Prosecution, that there need be no more said on that Account; but that it has been the Means of obtaining a Grant from the Corporation of Neath, to lay down their Goods on the Town Land for Shipping their Goods to Sea, and to make Wharfs, Store-houses, &c. for 5 l. per Annum, that would have cost several hundred Pounds, at a small and usual Duty of Three-pence or Six-pence per Tun, if they had not succeeded in those Controversies.

Issuing Notes.

As to the issuing out Specie Bills and Cash Notes, the same were ordered by a General Court, and were the Means to support the Undertaking to this Day, and to bring up Levels to all the Additional Mines, which 'tis hoped has set the Undertaking upon a more sure and lasting Foundation.

Note, The Accounts are all passed, as is above-mentioned, and Ballances adjusted, but there are some particular Charges in the Books upon particular Persons, as upon Factors and Agents in the Country, and on Occasion of some other Transactions for the Service of the Company, which have not been particularly looked into, but the most material will be speedily examined and reported at the next General Court.

HAVING thus answered the Objections against the Management, it may not be improper to shew what Care has been taken at the last General Court of all Persons concerned, but especially of those Gentlemen that have principal Money or Annuities.

It is very true, that they were the original Partners and Adventurers in the *Mine-Adventure*, and were to be paid their Principal and Interest, out of the clear Profits of the Mines, over and above 20000 *l.* Stock; and before the Proprietors of fortunate Lots (or Shares) were to have any Dividend. But it is as true, that they have received their Interest for many Years, whether there were any Profits or not, and tho' their Undertaking is greatly improved, and put upon a more sure and lasting Foundation, and that they have now great reason to expect many prosperous Years from so many rich Mines, that may soon make them amends for what Profits have been applyed to bring those Mines to good Perfection; yet they ought well to consider, whether in case of any Dispute in Equity, they shall not be in danger of refunding all they have received, if not conformable to their Constitution, and whether it is not better for them to pay five per Cent. in Conjunction with the Shares, than pay sixty or seventy per Cent. alone; or if they please, the Question may be very properly put another way, whether they had not better pay a little, and save the rest, than pay nothing, and lose all; for that is the short and true state of the Case.

An Address to the Proprietors of Principal Money and Annuities to comply with the Call for the Common Good.

If the Mines that are brought to Perfection are worth nothing; if those five Mines, out of which Mr. Heyward proposes to raise ten thousand Pounds per Annum, are not worth the working; if the Undertaking, after so much Charges in Building, in bringing up Levels, and removing all Impediments by Nature, are at last of no Value, then let all that think so, relinquish their Interest, and not hinder others from employing the Poor at their own Expence and Hazard.

But if there is now a better Prospect than ever; if all the chief Mines are clear of dead Charges; if great Improvements have been made both in Smelting and Refining; if all the Work-houses are built, and nothing left to do with the Money, but raise and manufacture the Ore, and bring in a clear Profit to the Partners, what other way is there to set the Wheels a going, but that all Parties should unite under one Denomination, and help one another by a small Contribution, to save themselves, if not to gain a great Treasure.

Is it a proper time when the Ship is in a Storm and Danger of sinking, that all the Men should go together by the Ears about their Wages, or quarrel about Places or Preferments? Or is it reasonable for the *Mine-Adventurers*, when their Cash is exhausted, their Creditors ready to seize their Mines, and their Miners ready to leave their Works to fall in, and all to go to Ruin and Confusion, just at that time to fall out, about Matters that may be as well or better done at Leisure; and neither to approve of any Proposition made, or yet pretend to offer a better?

Have not the Sharers reason to complain, that they should be called upon, who never received any Money from the beginning to this Day, and shall the *Principal Money and Annuities*, who have received all, complain that they are to pay so small a Proportion? or can it be thought just or reasonable, to proceed with a call on Shares, unless the Annuities will join with them?

Have not the Creditors reason to complain, that their Money is all got into the Pockets of others, and yet they now grudge to give a helping Hand, to pay them Interest of their Debts?

Have not both the Proprietors of Shares and Creditors, reason to join in a Complaint, that they are contented to bear a great share of these Misfortunes, and have no particular Favour shewed to them? and shall the Proprietors of Principal Money and Annuities complain, who have more given them by the Resolutions of the last Court, than the Call upon them amounts to? and which would now sell for much more, if the World saw a Spirit of Love and Unanimity amongst all the Partners? but what can be the consequence of Animosities, and Divisions, but Ruin and Confusion?

It is not very material, whether there is Power by the Charter, to compel all Parties or not? where all must be ruined if they do not agree? Necessity and Self-Preservation makes the Law, if there were none before; but as the original Partners and Adventurers were Members of the Corporation, so no Man can reasonably conclude, that because they agreed to sink their Principal, and give one another their Common Seal for the Interest, and call it an Annuity, that therefore they have Dis-franchised themselves by this Action, and are no longer Members of the same Corporation.

They are still the same Men, in the same Interest, only with another Dress, and the form cannot alter the Substance, the Equity of their Case is the same, and where there is the same Reason, there is the same Law.

At a Court of Directors, &c. held on Wednesday the 30th of March, 1709.

Whereas it was Ordered by this Court, the 22d of December last, that the Examination of the Balances of the Company's Books, deliver'd in by the Accomptant, be referr'd to Sir James Hal-spach of the Order for Dispatch of the Accounts. let, Mr. Edmund Clarke, Mr. Henry Buck and Mr. William Gardner, and such other Directors as shall give their Attendance; and that they be at liberty to take to their Assistance Mr. Edward Harrison junr, Mr. Geo. Jackson, Mr. Abraham Browne, and Mr. Richard Curtis; which Order was approved by a General Court held the 10th Day of January last. And forasmuch as this Court have received Information from the Committee of Accounts, that the said Richard Curtis hath since that time misbehaved himself, by frequently interrupting the Proceedings of the said Committee, and irregularly oppos'd the Resolutions of a General Court held the 15th Day of February last; and by Writing under his Hand discovered that his Intentions were more to promote his own private Interest than the publick Good of this Company; and this Committee having reason to believe that there is a Design to obstruct and delay the farther Examination of the Accounts of this Company, on purpose to discourage the Partners from subscribing to the Resolution of the General Court. It's therefore Ordered that the said Directors do proceed to examine the Accounts with the greatest Expedition and Dispatch, and with the Assistance of Mr. Browne, Mr. Jackson, Mr. Harrison, Mr. Mulfoe, Mr. Raylton, Mr. Wheake, Mr. Sadleir and Mr. Pemble; and that the said Directors do forbear to desire the Assistance of the said Mr. Curtis until farther Order of this or the next General Court.

At a Court of Directors held, &c. on Monday the 4th of April, 1709:

The Papers delivered in by Sir Tho. Mackworth, relating to his buying and selling of Stock in this Company, being read, examined, and approved.

Sir T. Mackworth's Account taken into Consideration.

Ordered, That the Account of the Committee of Management be taken into Consideration next Court.

Ordered, That the Secretary, Accomptant and Cashire, be and are hereby indemnified for all Acts done by Order of this Court.

At a Court of Directors, &c. held on Wednesday the 6th of April, 1709.

Ordered, That Mr. Buck be and is hereby added to the Committee of Treasury.

This Court having made a considerable Progress in the Accounts of the Committee of Management.

Ordered, That the same be taken into farther Consideration the next Court.

At a Court of Directors, &c. held on Tuesday the 12th of April, 1709.

The several Accounts of the Committee of Management, being examined, were allowed by this Court, viz. An Account of Sales of 2604 Blanks, or 13020 l. Principal Money, the Neat Produce whereof amounted to 9927 l. 9 s. An Account of Sales of 146 Shares, together with the Purchase made of 99 Shares, the Neat Produce of which Account amounts to 844 l. 0 s. 11 d. being the Neat Proceed of 47 Shares sold: An Account of Dan. Peck, Esq; whereby it appears they have paid him to be accountable 19638 l. 6 s. 11 d. the Account Current of the said Committee, the Balance whereof due to the Company amounts to 430 l. 14 s. 2 d.

Ordered, That the Accomptant enter the same in the Books of this Company accordingly.

At a Court of Directors, &c. held on Wednesday the 11th of May, 1709.

Ordered, That Mr. Edward Harrison junr, Mr. John Sadleir and Mr. Abraham Browne be desired to assist Mr. Buck, or any other of the Directors, to examine and pass the Accounts remaining unexamined.

At a Court of Directors, &c. held on Wednesday the 18th of May, 1709.

Ordered, That no Person or Persons be admitted to inspect the Books or Accounts of this Company, other than they the Committee or Committees appointed by the General Court for inspecting and examining the same; but any Partner may, by and with the Assistance of the proper Officer, have the liberty of inspecting their own proper Accounts, but not to take any Extract or Copies of the same, without an Order of this Court.

At a Court of Directors, &c. held on Tuesday the 12th of July, 1709.

Ordered, That the Accounts of this Company be examined by the Directors, or any two of them; and that their signing the same shall be a sufficient Allowance thereof; and that such two Persons, who shall so sign the same, be allowed half a Crown for every such Attendance.

At a Court of Directors, &c. held on Wednesday the 19th of January, 1709.

Resolved, That the Committee elected by way of Ballot, at a General Court to audit the Company's Accounts, have faithfully discharged the Trust reposed in them for the Service of the Company. — Confirmed *Nemine Contradicente*.

Resolved, That the Company's Affairs in London, and at Neath, appear from time to time to have been managed and carryed on by the Deputy-Governour, Directors, and Officers for the time being, with great Prudence, Conduct, and Fidelity; and that the original Cause of the Company's Misfortunes is solely owing to the Mismanagement and Misrepresentations of Mr. Waller, late Steward of the Mines.

At a Court of Directors the 25th of October, 1704.

Sir Humphry Mackworth acquainting this Court that some of the Burgesies of the Town of Neath had endeavoured to impose on this Company some Duties on the Goods belonging to this Company, contrary to Law.

It's therefore Resolved, That the Officers belonging to this Company be countenanced and protected against any Encroachments or Impositions whatsoever, that shall or may happen on that Account.

To the Most Noble Thomas Duke of Leeds Governour, the Honourable Sir Humphrey Mackworth Deputy-Governour, and to the rest of the Honourable Court of Directors, for the Management of Mines belonging to the said Governour, and Company of Mine-Adventurers of England.

Most humbly sheweth,

The Petition of the Workmen at Neath.

Door break open in the Night, and a chief Smelter pressed.

50 Workmen forced to fly to the Mountains.

THAT we your poor Workmen, and Covenanted Servants, to serve your Honours for fourteen Years, within your Copper-House, Lead and Silver Mills, within the Parish of Neath in the County of Glamorgan, do humbly certify, That on the eighth Day of this instant May, about twelve of the Clock at Night, one Watkin Reynold, Howell Thomas, William John, David Thomas, and John George, Servants to Thomas Mansel, Esq; under Pretence of a Warrant to press Men for the Service of her Majesty's Land Forces, from under the Hands and Seals of the said Thomas Mansel, William Dawkins, and Thomas Popkins Esq; three of her Majesty's Justices of the Peace for the said County did break open the Door of the House belonging to one William Matthews near the said Work-House, where Thomas Jones, and some others, of the Workmen belonging to the said Company lodged, and finding the said Thomas Jones in Bed, lately come from his Furnace, where he had been at Work for twelve Hours, took the said Jones away by Force, telling him that they pressed him to serve the Queen, and notwithstanding they were informed that he was a Smelter under your Honours, and a Covenant Servant for fourteen Years, and Security offered by your Honours Officers for his Appearance before the said Justices, was violently carry'd away by the said Watkin Reynold, Howell Thomas, William John, David Thomas, and John George, giving out that they do but now begin, and that they did it by the Order and Direction of the said Justices, and that more of your Honours Workmen being Strangers in the Country, and many of them above two hundred Miles from home, were fittest to be sent away to serve her Majesty in the Wars abroad, without any Favour or Countenance, which would accordingly be done; and having been several times disturbed with the like Threats and Uproar amongst us, as being Servants to your Honours; we were all obliged, to the Number of above fifty Workmen, to shift for our selves, and leave the Works, the Lead, Red-lead, and Silver Furnaces then at work, were left to stand, and to fly to Places in the Mountains and elsewhere for Safeguard, and leave our Wives and Families, to our great Grievs, and to the unknown Prejudice of your Honours and your Partners, and are still obliged to abscond and hide our selves from such Oppressions. And understanding that Mr. Thomas Hawkins, Agent to your Honours over us, was threatened to be laid by the Heels, by Sir Edward Mansell, Baronet, another of the Justices, in appearing on our Behalf, do conceive there is little Quarter and Favour to be expected by us.

May it therefore please your Honours to take into Consideration, that many of us having Families to maintain, being many Miles from our own Home, and bound to your Honours for fourteen years Service, great part of which Term is unexpired, by reason whereof can have no employ in other Countries whereby to subsist; that your Honours will commiserate our Conditions, and either discharge us from our Bonds and your Service, that we may go to our own Homes or other Countries for Refuge and Employment, more favourable than this to Strangers, or that your Honours will take such speedy Course as shall seem meet, to rectifie these our great Grievances, and that we may be all protected for the future from such Insults, and that we may continue and follow our Work in the service of your Honours and the honourable Company, without disturbance, *Pray to be protected or discharged.*

And your Petitioners shall ever pray, &c.

- | | | | |
|----------------------|---------------------|----------------|--------------------|
| Tho. Williams, Cler. | Nich. Dav. Matthew. | Philip John. | Leyson Hopkin. |
| Rob. Roystons, D. | Rich. Dav. Matthew. | Robert Evan. | Lewis Tho. David. |
| Michael Parker. | Tho. Dav. Matthew. | David William. | Jenkin David. |
| William Feildhouse. | Morgan John. | Hopkin Thomas. | Rees Pritchard. |
| William Dalton. | John Tutton. | Francis John. | Evan John Cooper. |
| Thomas Forrest. | William Laurence. | Hopkin Bowen. | Benj. John Cooper. |
| Richard Nemes. | Da. John Bevein. | Thomas Jones. | Giles Watkin. |
| Samuel Shelton. | Benjamin Matthews. | Eynon Evan. | Nicholas David. |
| Edward Symon. | Will. John Jenkin. | Morgan Evan. | Evan David. |
| Richard Manoring. | John David. | David Morgan. | Thomas Wright |
| Matthew Powell. | Jenkin Thomas. | Lewis Evan. | |
| Richard Galcoyne. | Evan William. | Hopkin Evan. | |

At a General Court on Wednesday May 16. 1705. A Petition from the Workmen belonging to the Smelting and Refining Works at Neath, being read; and also a Certificate from the Portreeve, Aldermen and Burgesses of Neath aforesaid; as also a Copy of a Letter sent by Mr. Tho. Hawkins, the Company's Agent there, to the Justices of Peace being also read, and it appearing thereby, that notwithstanding the Workmen had on all occasions behaved themselves very civilly and respectfully in that Country, yet they were very often threatened by some of the Justices, as also by several other Persons to be banished the Country, and to be pressed and sent to serve as Soldiers. And that in pursuance to the said Threats, several of the said Workmen were pressed for the Land Service, and the remainder to the number of above 50 Men, were forced for their Security, to leave their Works, and to abscond in the Mountains and other Places, to the great Damage of this Company: Notwithstanding the Servants belonging to this Company ought, by their Charter, to have the Protection of all Civil Magistrates. All which Matters being taken into Consideration.

Resolved, That this Company will by all lawful Ways and Means, defend and assist their Officers and Servants employed in their Service, against all unjust and illegal Proceedings against them. *Resolution to defend the Workmen.*

Resolved, *Nemine Contradicente*, That the Persons who apprehended the said Men, and also the Justices of the Peace who illegally Listed or Committed them, contrary to the late Act, Intituled, *An Act, &c.* for the same Offences be prosecuted according to Law. *To prosecute the Offenders.*

Ordered, That it be referred to the Court of Directors to take Care that the most effectual Method be taken for a vigorous Prosecution of the said Offenders. *Directors required to prosecute with Vigour.*

Ordered, That Mr. John Whyshaw be, and is hereby appointed to solicit this Affair, and that he pursue the Advice of Tho. Breton, Esq; standing Council to this Company, and such other Council as the Governour, Deputy-Governour, or any Three of the Directors shall think fit. *Mr. Whyshaw, Att. Mr. Breton Council.*

At a Court of Directors held on Wednesday May 23. 1705. A state of the Case on pressing the Company's Servants belonging to their Works at Neath in the County of Glamorgan, with Councils Opinion thereon, read.

The Case read, a Prosecution ordered.

A Petition to the Queen and Council relating to the same Matter, read.

Ordered, That the Settlement of this Petition be referred to our Council.

Resolved, That this Court will by all Lawful Ways and Means Defend and Assist their Officers and Servants employed in their Service against all unjust and illegal Proceedings against them; and also take care to pursue the most effectual Method for a vigorous Prosecution of those Persons that pressed them for the Land Service.

At a Committee of Directors and Assistants held May 24. 1705. The state of the Case of Impressing the Workmen at Neath, and the Councils Opinion thereon, was read.

It is the Opinion of this Committee, that no positive Answer be given to Mr. Mansell to any Instances he shall make; but that the same shall be taken into Consideration; but that our Officers and Servants be protected, and that the Justices and other Offenders be prosecuted at Law. *Sir H. restrained from agreeing without leave.*

At a Committee of Directors and Assistants June 7. 1705. A Letter from Mr. John Davies, Portreeve of Neath, dated the 28th ult. *Portreeve of Neath.*

It is the Opinion of this Committee, that an Estimate of the Damage suffered at Neath, on account of pressing the Men, be sent for, in order to be laid before this Committee.

It is the Opinion of this Committee, that a Letter be writ to Mr. Davies, the Portreeve at Neath, to commend his Integrity, in doing the Company justice, against the opposition of the Justices.

Mr. Whyshaw presented to this Committee a Copy of a Petition to the Queen and Council, which was read and approved. *Petition to the Queen.*

It is the Opinion of this Committee that Mr. Trotman, Mr. Freeman, Mr. Mulsoe, and Mr. Breton, be desired to attend my Lord President; and that a short state of the Case be made to be presented to his Lordship.

At a Court of Directors June 27. 1705. **Ordered**, That Certioraries be sent down to Mr. Tho. Hawkins at Neath, and in Case that does not prevent the Justices, then to give Security. *Certioraries.*

At a Court of Directors July 4. 1705. Sir Humphrey Mackworth reported from the Sub-committee, that they had prevailed on Mr. Breton and Mr. Williams to go this day to wait on Colonel Soams at Bury, in order to procure the discharge of the Men that were Press'd at Neath: Which Proceedings of the Sub-committee being approved, this Court doth order that their Expences be paid. *Coll. Soams.*

Sir Humphrey Mackworth likewise reported from the said Sub-committee, that they had prevailed on one Edward Conway, Esq; Barrister at Law, to go down to their Work at Neath in Glamorgan-shire, down to Neath, *Mr. Conway, Counselor, went morgan-shire, down to Neath,*

Report from
Windsor.

morganshire, and to attend at the Quarter Sessions with Certioraries, to remove all such Orders as shall be made by the Justices to the prejudice of this Company; all which this Court doth approve, and order that the said Mr. Conway be allowed seventy Guineas for his said Journey.

At a Court of Directors, July 11, 1705. Sir Humphrey Mackworth reported, that he, with Mr. Breton, Mr. Mulsce, Mr. Williams, Mr. Brown, Mr. Powell, Mr. Whyshaw, and the Secretary, went to Windsor, to attend the Queen and Council with a Petition, in the Name of the Duke of Leeds, and Sir H. Mackworth, on behalf of themselves and the rest of the Mine-Adventurers, and that they waited on several Lords of the Council, and being advised to bring on the same Petition before the Cabinet Council for greater Dispatch, the Matter was consider'd, and they were of Opinion to proceed accordingly.

Ordered, That the Charges of the said Journey be allowed and paid.

At a Court of Directors, July 22, 1705. Sir Humphrey Mackworth acquainted the Directors that Mr. Conway is arrived from Neath, and hath given a Report of his Transactions there to the Sub-Committee; which being read, it is the Opinion of this Court, that the Company do proceed in a vigorous Prosecution of the said Justices, and that the said Mr. Conway be desired to appear at the next Court on Wednesday next.

At a Court of Directors, July 15, 1705. Ordered, That Mr. Conway be allowed twenty Guineas over and above the 13 l. 15 s. already paid him on account of his Journey to Wales.

At a Court of Directors, August 1, 1705. Ordered, That Mr. Waller and Mr. Murgatroyd, or either of them, be at Liberty to retain one or more Councils that shall attend at the next great Sessions at Cardigan, to defend the Company's Workmen and Servants.

At a Committee of Directors and Assistants, July 25, 1705. Sir H. Mackworth acquainted this Committee, that Mr. Conway had been at Neath, to take Care of the Company's Affairs at the Quarter Sessions.

The Substance of
Mr. Conway's
Report.

And that he found all the Justices intent upon acting to the Prejudice of this Company, without giving any Respect to Reasons offered on their Account; and that accordingly they had made several Orders: Whereupon Mr. Conway served the said Justices with Certioraries, to remove the said Orders to the Court of Queens Bench, to the great discouragement of the Justices, and the Satisfaction of the Company's Agents and Officers; and upon reading the several Opinions of the Sub-Committee touching this Matter,

Resolv'd to sup-
port the Port-
reeve and Bur-
gessees of Neath.

It is the Opinion of this Committee, that it will be for the Interest of this Company to support the Portreeve and Burgessees of Neath, and all other their Friends that have any Interest there against the Mansell's and others.

Great Sessions.

At a Committee of Directors and Assistants held the 8th Day of August, 1705. Sir H. Mackworth acquainted this Committee, that the great Sessions for the County of Glamorgan was appointed to be held at Cardiffe on the 13th Instant, and the time for meeting Mr. Breton and others at the Mines, being fixed for the 20th, he and Sir H. Mackworth intended to be at the great Sessions, in order to prevent any ill Designs of our Adversaries, and therefore called them together to desire their Advice and Direction how to proceed.

It is the Opinion of this Committee, that Mr. Ward the Council be retain'd to go down with Sir H. Mackworth and Sir Tho. Mackworth, and that he be allow'd 20 Guineas, and have his Charges born.

It is the Opinion of this Committee, that the Actions brought on Account of pressing our Men be follow'd with all the Vigour imaginable, and that the Care thereof be referr'd to Sir H. Mackworth and Sir Tho. Mackworth, and the rest of the Gentlemen that will be down this Vacation.

At a Court of Directors on Wednesday, June 12, 1706. Ordered, That the Suit brought by the Lady Price, on the Replevy in the County Court in Cardiganshire, be removed to London, and that Mr. J. Whyshaw be employed therein.

Ordered, That Mr. Murgatroyd be desired to send the Names of the Persons, who stopp the Carrier's Horses, in carrying of our Ore.

Resolved, That this Company will stand by and defend the Officers and Agents employed by this Company at their Works in Cardiganshire, against all illegal Prosecutions against them.

At a Court of Directors, Oct. 2, 1706. Ordered, That the Settlement of Mr. Whyshaw's Bill of Law-Charges be referred to Mr. Breton, and that he be desired to adjust the same, and order Payment accordingly.

At a Court of Directors, June 11, 1707. Ordered, That Mr. Waller employ one or more Attorney or Attorneys to levy a Fine of the Lands late purchased from Mr. Knowles at Garrich, in order to secure the Title thereof to this Company, and that Sir H. Mackworth be desired to see the same effectually taken care off.

At a Court of Directors, March 3, 1707. Ordered, That the Settlement of Mr. Whyshaw's Bill for Law-Charges be referred to Thomas Breton, Esq; and that the same be paid accordingly.

At a Court of Directors, on Wednesday June 23, 1708. Ordered, That Mr. Whyshaw appear in the High Court of Chancery for Mr. Tho. Dykes, at the Suit of Mr. John Wilkins; and that his pearance for the Company be deferr'd until this Court have a Copy of the Bill to be exhibited against the said Tho. Dykes.

At a Court of Directors, June 23, 1708. A Copy of a Distringas at the Suit of Cath. Lucas, dated 23d instant read. Ordered, that Copy of the Distringas be sent to Mr. Whyshaw, and that he take Care therein.

At a Court of Directors, November 10, 1708. Ordered, That Mr. Whyshaw appear for this Company in the High Court of Chancery, at the Suit of John Wilkins, and proceed farther therein as Council shall advise.

All Law
Matters referr'd
to Mr. Breton
and Mr. Why-
shaw.

At a Court, &c. on Wednesday, December 8, 1708. Ordered, That all Law Matters concern'd against the Company, be referred to the Advice and Care of Mr. Breton, and Mr. Whyshaw; and that they take such measures therein, as shall be most for the Advantage of the Company.

Ordered, That 50 l. be paid Mr. Whyshaw on account of Law Business.

Part of the Report of the Committee of Accounts to the General Court, 15 Decemb. 1709.

As to the Law-Charges, we find that the same amounts (including the Charges of Mr. Hawkins being Under-Sheriff of the County of Glamorgan) to 1167 l. 2 s. 6 d. which was by Order of the General Court, &c. 16. May, 1705. Nemine Contradicente, and by several subsequent Or-

ders of the Court of Directors, to whom it was referred by the said General Court, to take Care for a vigorous Prosecution; we must observe that the Company have thereby not only protected their Workmen, that would otherwise have left their Works to their great Damage, but also have obtained from the Corporation of *Neath* a Grant of the Liberty to lay down their Goods on the Town Wharfe, paying five Pounds a Year only, which might otherwise have cost the Company several hundred Pounds a Year, at a low Rate, which the said Corporation had also Power to advance as they should think fit.

At a General Court, 10 March, 1708.

This Court being desirous to receive Satisfaction, as to the Powers given by the Charter for making a Call upon the Principal Money and Annuities.

Ordered, That a Case be stated with respect to the said Powers given by the Charter, and that Sir Edward North's Opinion be taken thereupon.

The Case of the Mine-Adventurers, with relation to Annuities and Debts.

THE old Partners of Sir *Carbery Pryle* having expended their working Stock, and divided their Mines into 4008 Shares, agreed together to set on their Undertaking again, by way of Lottery, and thereby raise a new Stock of 20000 *l.* in which Lottery every Share was valued at 20 *l.* a Share, and had four Tickets at 5 *l.* each, which made up two thirds of the Money now call'd Principal Money, adventured in the Mine-Adventure, the Residue being brought in by new Adventurers; and in the Lottery, the Proprietors of Blanks or Principal Money were first to be paid, Principal and Interest, out of the Profits of the Mines, not lessening their said Stock of 20000 *l.* before the fortunate Lots or Shares were to have any Dividend.

The Management of these Mines by the Settlements of the Mine-Adventure under the Hands and Seals of all the Original Partners, under whom the present Proprietors Claim was in the said Partners and Adventurers having three Shares in a General Court, and twenty Shares in a Committee of Management. And in 1704 all the joint Partners, as well Proprietors of Principal Money as Shares, were incorporated and made one Body Politick, under the same Constitution as was before established, with the usual Powers, in other Charters, to make By-Laws, and raise Money amongst themselves for a Stock, &c. And the Company, for the more effectually carrying on their Undertaking, borrowed Money upon their Common Seal.

And afterwards the Proprietors of Blanks or Principal Money (having generally some fortunate Lots or Shares) and being willing to let them into a Dividend agreed together in 1705 to sink the Principal, and take the Interest, with a Share of the Profits on every Dividend, for which Interest, and Share of the the Profits, the said Joint Partners agreed together in a General Court, to give to each other the Seal of the Corporation; the Interest to be paid as an Annuity for 1000 Years, and the Share of the Profits to be paid on every Dividend to the Shares.

The Form of the Annuity is as followeth, viz.

The Governour and Company of the Mine-Adventurers of *England* for and in Consideration of 100 *l.* Principal Money transferr'd the 10th Day of *May*, in the Year of our Lord 1707. by *A. B.* unto *C. D.* in trust for the said Company, do hereby for them and their Successors grant and agree to satisfy and pay unto the said *A. B.* his Executors and Administrators, or to his Assignee or Assigns, to whom an Assignment thereof shall be made in the Book or Books of the said Company, and to the Executors and Administrators of such Assignee or Assigns one Annuity or yearly Sum of Six Pounds per An. for and during, and until the full End and Term of one thousand Years, to commence from the and to be paid half yearly, that is to say, on the 25th Day of *March*, and 29th Day of *September* in every Year, or within twenty Days after each Day of Payment, during the said Term; and that the said Annuity or yearly Sum of six Pounds shall be clear and free of all Deductions whatsoever. And as a farther Recompence to the said *A. B.* the said Governour and Company do for them and their Successors grant and agree to and with the said *A. B.* his Executors, Administrators and Assigns, as aforesaid, that when and as often as the said Company shall make a Dividend to the Proprietors of the Shares of the said Mines amounting to five Pound on each Share, they the said Company, and their Successors, shall and will pay or cause to be paid to the said *A. B.* his Executors, Administrators and Assigns as aforesaid, the farther Sum of over and above the said Annuity of six Pounds; and so proportionably according to every greater or lesser Dividend which shall be made to the Proprietors of the Shares of the said Mines. In Witness whereof the said Company have caused their Common Seal to be hereunto affixed this Day of in the Year of our Lord

Qu. 1. Whether the Proprietors of Annuities are Members of the Company, or have disfranchised themselves by the said voluntary Act above-mentioned, notwithstanding they are to have a Share of the Profits on every Dividend, over and above the Interest or Annuity, and are still obliged to transfer in the Company's Books?

"I am of Opinion, all the Persons interested in the Mines, and the Product thereof being incorporated by her Majesty's Charter, they yet remain Members of the Corporation; for since it is understood by all Parties concerned, that under the Charter the precedent Agreements relating to the Mines and the Lottery were preserved (which I do not find expressly done by the Charter) and by those Agreements every Person's Principal of 20 *l.* being the value of a Share in the Mines, being by the Profits thereof to be paid off to the Fortunate and Unfortunate, and that Principal Money so to be received being only transferred in Consideration of Annuities granted, the Persons before intitled remain equally Members of the Company, as they would have been, had the Principal Money been discharged by the Profits of the Mines.

Qu. 2. Whether the said Proprietors of Annuities standing in the Place of the Original Adventurers, and having the Common Seal of the Company, are Creditors preferable or equal to those who have lent the Company Money on their Common Seal to carry on their Undertaking.

"I am of Opinion in Equity the Annuities are in the same Condition as the Principal Monies would have been, had they not been transferred; that is, they are to be paid out of the clear Profits of the Mines, which is after all Charges of working of the Mines and Moneys borrowed and expended for that purpose are discharged; so that I see no pretence for paying the Annuities, but after the Debts of the Corporation are discharged.

Qu. 3. Whether the Proprietors of Annuities can by virtue of the common Seal, disturb the Possession of the Company, and how that may be best prevented, whether by Bill in Chancery, upon the Equity of the Case, or by Assignment to the Creditors, or otherwise.

Power by Charter to make a Call referred to Council.

The Case about the Call.

Sir Edw. North's Opinion.

That the Proprietors of Principal Money and Annuities are Members of the Corporation.

Annuityants no Creditors.

Advice to bring a Bill in Name of Creditors. "I am of Opinion, the Grantees of the Annuities, may by Suit at Law recover the Annuities against the Corporation; but it will be proper for the real Creditors of the Company to bring their Bill against the Corporation, and their Annuities to prevent the disposing the Produce of the Mines amongst themselves, as the paying Annuities will be to the defrauding their just Creditors.

The Company have agreed to call in one Pound per Share, which is at the rate of 5-1. per Cent. on the Proprietors of Shares, who have received no Dividend, and 10 per Cent. on the Proprietors of Principal Money and Annuities, who have received all the Profits of the Mines, and more, contrary to their original Constitution.

Qu. Whether the Company have Power by their Charter to make such Calls.

Power to make a Call. "I am of Opinion the Company have power to make Orders for their Members to pay Moneys for carrying on the working the Mines, and those Orders will bind their Interests in the Mines, but no farther.

April 4. 1709. EDW. NORTHEY.

At a Court of Directors, April 12, 1709.

Order to draw a Bill according to said Advice. Ordered, That Instructions be given to Mr. Serjeant Commins, for the drawing of a Bill in Chancery, in pursuance to the Opinion of Sir Edw. Northey, and that Mr. Whyshaw take Care therein.

At a Court of Directors, June 8. 1709.

Serjeant C. and Mr. Breton to draw a Bill against Waller. Ordered, That the Bill against Mr. Waller be prepared, and that Mr. Breton, with the Assistance of Serjeant Commins, be desired to prepare the same, and that they also prepare a Bill for the Creditors.

At a Court of Directors, June 22. 1709.

Bill of Sale taken into Consideration. Ordered, That the making a Bill of Sale for the Ore at the Mines; and also of the Estate and Effects of this Company, both in Town and Country, which are not already contained within the Bill of Sale made to Mr. J. Skeate, and Mr. John Whyshaw, be taken into Consideration the next Court.

At a Court of Directors, July 6. 1709.

Assignment of Mines referred to Council. Ordered, That an Assignment be made of all the Mines and Minerals, and of all the Lead Ore, Lead Lycharge, and Red Lead, and other Goods and Stock of this Company to In trust for all the Creditors without any preference, the said Trustees making a Declaration of Trust, allowing the Management to the Company and Directors as formerly, and the Profits to the Creditors, after all Charges of Management, in such manner as Serjeant Commins and Mr. Breton shall advise.

Bill of Creditors read and refer'd. Fees allowed. The Bill of the Creditors read, and referred to Serjeant Commins and Mr. Breton.

At a Court of Directors, July 8. 1709.

It appearing to this Court, that three Guineas hath been given to Mr. Serjeant Commins.

Ordered, That the same be allowed in Mr. Dykes's Accounts, as also one Guinea for the drawing the Assignment to the Creditors.

At a Court of Directors, July 13. 1709.

Order to make Parties. Ordered, that Mr. Richard and William Chauncey, and such other Persons as Council shall advise, be made Parties to the Bill exhibited against the Annuitants.

At a Court of Directors, July 29. 1709.

Money to be refer'd in the Assignment for carrying on the Mines. Ordered, That Care be taken to insert a Power in the Conveyance of the Mines, in Trust for the Creditors, to empower the Directors to reserve Money for carrying on the Works.

At a Court of Directors, Aug. 2. 1709.

Advertisement. Ordered, That Notice be given in the publick Prints, that this Company hath conveyed all their Effects, for the Satisfaction of their Creditors, without any undue Preference.

At a Court of Directors, Oct. 26. 1709.

Answer to be drawn to the bill of Creditors. Ordered, That an Answer be drawn to the Bill, filed by Sam. Baker, Abra. Brown, Edward Bromfeild, Charles Brome, Henry Buck, Tho. Cave, Will. Champion, Rob. Chaundler, Freeman Collins, Eliz. Cooper, Ida. Cratchbrood, Lewis Dehaever, Edw. Dunly, William Fenwick, Esq; Jo. Flood, Will. Gardner, Mary Gregory, Tho. Gray, Sir Ja. Hallet, Edward Harrison, Eliz. Hammond, Joseph Hussy, George Jackson, James Lizy, Edmund Lightfoot, Margaret Massinbridg, George Paske, Esq; Joseph Partington, Margaret Saunders, John Sadlier, Eliz. Sadlier, Sir John Webb, Bar^r. James Wright, John Appleby, Michael Glydd, Reginal Williams, and John Wiseman, Esq; for and on the behalf of themselves, and the rest of the Creditors of this Company—against—this Company, John Wilkins, William Waller, Isaack Callovell, and Catharine Lucas, Defendants; and that Mr. Breton be desired to take Care thereof.

At a Court of Directors, Novemb. 23. 1709.

The Deed of Conveyance from the Company to the Creditors, in pursuance to the Order of the General Court being read, was approved.

At a Court of Directors, Decemb. 5. 1709.

Assignment on a Coalition. A Proposal being made to this Court for the assigning the Mines over to their Creditors, upon their coming into a Coalition.

Ordered, That this Proposal be drawn up in writing, and be taken into farther Consideration the next Court.

Ordered, That the Opinion of Council be taken thereupon, as also upon the Power of the Charter.

At a Court of Directors, Jan. 23. 1709.

Fees to Solicitor for deed of Assignment. Ordered, That twenty Pounds be paid Mr. Whyshaw or his Order, on account of the Law-Business, and for the perfecting the Deed to the Creditors, and that the same be laid before this Court at their next Meeting, on Wednesday next. in order to have the same executed.

Ordered, That the said Deed in the mean time be laid before Sir James Montague or Sir Edw. Northey, in Order to have his Opinion on the said Deed.

At a Court of Directors, Jan. 25. 1709.

Assignment read and approved. The Deed to the Creditors, in pursuance to the Order of the last Court, being read, and several Amendments being made thereunto, was approved.

Ordered to be engrossed. Ordered, That the same be engrossed, in order to be executed by the next General Court, if they think fit.

At a Court of Directors, Jan. 27, 1709.

The Deed of Assignment from the Company to the Creditors, being again read, was approved.

Assignment read again and approved. The Governour attended with it

Ordered, That Sir Humphry Mackworth, Mr. Clarke, Mr. Mulsoe, Mr. Jackson, and Mr. Harrison be desired to wait on his Grace the Duke of Leeds, with the said Deed, for his Grace's Approbation, and that they report his Grace's Opinion thereupon.

At a General Court, Feb. 1, 1709. Part of the Director's Report.

And forasmuch as several Creditors have prosecuted the Company in Law and Equity, and are ready to obtain Decrees and Judgments against them, whereby the Mines will be seized in Execution, and the Undertaking ruined in case the same be not prevented, by assigning over the Mines to the Creditors; it was therefore agreed and ordered by the Directors, pursuant to former Orders of a General Court, that a Deed for that purpose be drawn by Advice of Council, and laid before the next General Court for their Approbation.

Part of the Directors Report about the Assignment to Creditors.

And the Directors farther certify, That they are humbly of Opinion that it is the only way to preserve the Undertaking, and promote the true Interest of the Company and their Creditors, since their Divisions cannot otherwise be composed, and will be the undoubted Interest of the Creditors to unite with the Members of the Company on reasonable Terms, in Order to raise a Stock, and manage the Mines to Profit and Advantage; and the Directors have the rather proceeded in this Method, because the Company have already granted the Profits of their Mines to the Use of the Creditors, by a Deed Poll signed in a General Court the fifteenth Day of February last, and that the said Profits shall not be applied to any other Use, without the Consent of the major part of the Creditors; whereby it plainly appears, that such a Deed of Assignment can be no prejudice but may be a great Advantage to the Company and Creditors in several Respects.

Reasons for the Assignment.

The said Deed therefore being prepar'd with Advice of Council, and with great Care and Deliberation, is humbly submitted to the Judgment of this honourable Court.

At a General Court held on Wednesday, Feb. 1, 1709-10. Present his Grace the Governour.

Resolved, That it is Opinion of this Court, That the Company will not be able to proceed and carry on their Undertaking, as a Corporation, by reason of the several Prosecutions against them both in Law and Equity.

Jan. 19. 1709. Directors did resolve the same.

Resolved, That in order to defend the Company, and their Creditors from the fatal Consequence of vexatious Suits by particular Persons that have obtained the Company's Seal for their Debts or Annuities, it will be absolutely necessary for the Company, and they are so advised by their Council, to assign over all their Mines, Lands, Tenements, Hereditaments, Effects, Stock, Goods and Stores to the Creditors, or to Trustees for their Use and Benefit.

Directors resolve the same. Jan. 19. Assignment to Creditors.

Resolved, That it is the Opinion of this Court, that it will be the Interest of the Creditors to take such Persons Members of the Company, and others to be Partners with them as will contribute a Stock in such proportion as shall be agreed, and assist in the skilful Management of the Mines; and that such a Power be therefore vested in the Creditors, or major part of them, in Number and Value, without which the Grant of the Mines will do them no Service in any Respect, for want of a Method and Power of Management by Majority of Votes.

Reason for granting the Mines to such uses as Majority shall appoint.

Then the Deed Poll to the Creditors executed in a General Court, Feb. 15, 1708. Present his Grace the Duke of Leeds, Governour, the Right Honourable the Lord Guilford, &c, was read as followeth, viz.

" Know all Men by these Presents, That the Governour and Company of the Mine Adventurers of England have in a General Court held at the Mine Office in Angel Court on Snow-hill, this present 15th Day of February, 1708. agreed, by these Presents agree, order and appoint, That the Profits of the Mines belonging to the said Company, and all the Money which shall from time to time be called in from their several and respective Partners and Members shall be applied for carrying on their Undertaking, for the working and manufacturing Mines and Minerals, and extracting Silver from Lead in manner as hath been accustomed, and for Payment of their Debts in Bonds, Bills, and Cash Notes, pro rata, without any undue Preference, and for no other Use, Intent, and Purpose whatsoever, without Licence under the Hands of the greater part of the Creditors of the said Company. In Testimony whereof the said Governour and Company have caused their Common Seal to be hereunto affixed the Day and Year above-written.

The Deed Poll to the Creditors.

By Order of a Court of Directors.

William Shiers, Secretary.

Then the Deed of Assignment and Confirmation to the Creditors was read and approved.

Ordered, That the Common Seal of the Corporation be affixed to the said Deed, which was done accordingly.

Deed sealed.

The Substance of the Deed is as follows, viz.

" The Governour and Company, &c. reciting the Deed Poll, whereby the Profits of the Mines are granted to the Creditors, and to no other Use without License of the major part of the said Creditors, for farther Assurance thereof have granted and demised the Mines, Lands, Tenements, Hereditaments and Stock of the said Company to Trustees for ninety nine Years, for such Uses, Intents and Purposes, and under such Trusts and Restrictions, Conditions and Agreements, as shall be declared by the major part of the Creditors in Number and Value, in Writing under their Hands and Seals; and in the mean time, until such Declaration and new Establishment shall be made, the said Trustees shall permit and suffer the chief Creditors therein named, viz. the most noble his Grace the Duke of Leeds, Lord Viscount Weymouth, Bp. of Lincoln, Bp. of Gloucester, Bp. of Exeter, Sir Rich. How, Bar. Sir Rich. Rains, Sir H. Mackworth, Sir Edm. Warcup, Sir James Hallet, Crew Offley, Esq. Rich. Sterne, Sen. Esq. John Romsey, Esq. John Effington, Esq. Rob. Nelson, Esq. Waller Bacon, Esq. Mr. John Appleby, Mr. Edm. Clark, Mr. Broughton Wright, Mr. Mar. Emerson, John James, Esq. Mr. Michael Glyd, Mr. Geo. Jackson, Mr. Hen. Colchester, Mr. Hen. Buck, Mr. John Wilkins, Mr. Edw. Harrison, Sen. Mr. John Hodgson, Mr. John Child, Thomas Mulsoe, Esq. Mr. Tho. Townley, Mr. Philip Wheake, Will. Powell, Esq. Mr. Tho. Shephard, Mr. Free. Collins, Mr. Sam. Baker, Mr. Charles Broome, Tho. Breton, Esq. Mr. Rob. Chaundler, Mr. Abraham Browne, Mr. James Lacy, Mr. Edw. Harrison, Jun. Mr. Will. Pemble, Mr. Reginald Williams, Mr. Will. Brooke, John Wiseman, Esq. Joseph Hussey, Esq. Will. Norcliffe, Esq. Mr. Will. Gardner, Mr. Edm. Lightfoot, Mr. Joseph Partington, to manage and carry on the Undertaking for the common Good, who are to meet every Wednesday at the Mine.

Mine Office at 2 of the Clock in the Afternoon without summons, the Trustees and Managers are answerable for no more than actually comes to their several and respective Hands, and when the Debts are satisfied, the Grant is to be void.

At a Court of Directors, *etc.* on Tuesday July 4. 1704.
Ordered, That any Person or Persons having any Principal Money or Shares in the Mines belonging to the Company, be at Liberty to keep their Cash in this Office upon the Security of Specie Bills, under the Seal of this Corporation payable on Demand, and carrying Interest at the Rate of Two pence per Day for each hundred Pounds, and so in proportion for every lesser Sum not under twenty five Pounds, not exceeding the Space of six Months; and that a Counter be put up in the Committee Room for paying Money upon, and that Notice be given thereof in the publick Prints.

At a Court of Directors, Aug. 1. 1704.
Ordered, That the following Advertisement be put in the Gazette, and other publick Prints, viz. That at the Request of several Partners, and for the Convenience of the whole Company, Specie Bills of twenty five Pounds, fifty Pounds, and one hundred Pounds, will be issued forthwith to the Adventurers, and to no other, under the Seal of this Corporation, carrying Interest at the Rate of 3 per Cent per Annum, and payable on Demand at their House in Angel-Court on Snow-Hill.

At a General Court, Nov. 23. 1704.
Ordered, That it be referred to the Court of Directors for the time being to take such Ways and Means as they shall think fit, for encreasing the Stock, and carrying on the Affairs of this Company to the best Advantage.

At a General Court, December 20. 1704.
Resolved, That it is the Opinion of this Court, That in order to employ more Hands, bring greater Quantities of Goods to Market, and make large Dividends to all the Adventurers, a greater Stock ought to be provided for carrying on this Undertaking.

Ordered, That a Draft of a Proposal for encreasing the Stock, pursuant to the said Resolution, be prepared by the Secretary, and laid before this Court, and a Proposal was prepared accordingly, and with some Amendments approved by the Court of Directors, and the same being presented to this Court. **Ordered**, That the said Proposal be now read, and the same was accordingly read and approved in the words following, viz.

A Proposal made by the Governour and Company of the Mine Adventurers of England for increasing their Stock.

This Company having formerly raised a Stock sufficient for the working of the Mines in one Mountain in the County of Cardigan, which were bounded and limited within twelve hundred Yards in length, and two hundred Yards in breadth, for a Term of 22 Years and a half; and having since added to their Lease a Term of ninety and nine Years, and taken in greater Liberties, which are many Miles in Compass, and brought up Levels to drain the Water from several other rich Mines in distinct Mountains, which require a greater Stock for the Management thereof to the best Advantage; and this Company not being willing to take in any more Money than they can actually employ in the working and manufacturing of their Mines and Minerals, And observing that in every three Months or thereabouts, they can make room in every one of their Works, to employ more Hands to good Profit; and it being convenient for them to be at a certain time to their Stock, in order to provide more Miners, Smelters, Refiners and other Artificers, as also to carry on Stores and other necessary things, in proportion to the greatness thereof; and having received

That the Company doth therefore think fit to make the following Proposal, viz. That every Person that shall subscribe to advance any Sum of Money on this occasion, shall pay one fifth part thereof upon their Subscription, and at the end of 3 Months then next ensuing, shall pay the other fifth part thereof, and so in like manner at the end of every 3 Months next ensuing the last Payment, shall continue to pay one other fifth part thereof, till the whole Sum subscribed be paid into the Company; and for such Money so subscribed, and paid as aforesaid, the said Company will repay the principal Money at the end of the Year, after each Payment, with Interest for the same, at the rate of 6 per Cent. payable half yearly, if demanded, for which they shall have the Company's Bonds, under the common Seal of the Corporation.

Ordered, That the Thanks of this Court be given to the Court of Directors for their care and good Management of the Affairs of this Company, and in particular for allowing the Partners the Benefit of keeping their Current Cash with them in Specie Bills at 3 per Cent.

Ordered, That the Specie Bills be continued till farther Order, and that publick Notice be given thereof.

At a Court of Directors, July 18. 1705.
Ordered, That Cash Notes be sent to North and Drury, according to the Opinion of the Sub-Committee; but that instead of fifty Pounds, to send Notes of twenty Pounds.

Ordered, That Mr. Sterne, Mr. Pemble, Mr. Harrison, and Mr. Chauncy, or any two of them, inspect the Bonds brought in, and cancel the same.

At a Court of Directors, July 25. 1705.
Ordered, That for the Convenience and Dispatch of all Parties, the Interest of the Principal Money be paid to each Partner in Specie or Cash Notes, but no Specie Note is to be made out under the Sum of twelve Pounds and ten Shillings; then the Directors sealed one hundred Specie Notes of 12 l. 10 s. each, 122 of 25 l. each, 28 of 50 l. each, 23 of 100 l. each, all which were delivered to Mr. Shiers, and for which he gave a Receipt to be accountable.

At a General Court, Nov. 23. 1705. **Ordered**, That it be referred to the Court of Directors, to make such further Orders as they shall think fit, for the better Management of the Mines, and for advancing the Interest and Credit of this Company.

At a Court of Directors, February 5. 1705. **Ordered**, That the Sub-Committee, who examine the Accounts of the Specie and Cash Notes, do likewise at the same time inspect the petty Cash, and see if the Balance and the Cash agrees.

At a Court of Directors, July 10. 1705. **Ordered**, That for the greater Dispatch of the Partners, all Interest Money be paid as formerly in Specie and Cash Notes.

The End of the First Part.

